

OCCUPATIONAL HEALTH SERVICES 2018 12-19-2017	MERCY OCCUPATIONAL MEDCINE	OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. DBA CONCENTRA MEDICAL CENTERS
	660 A S. TRUMAN BLVD FESTUS MO 63028	5080 SPECTRUM DR STE 1200W ADDISON TX 75001
A. OCCUPATIONAL HEALTH SERVICES		
Pre-Employment Physical (NON-DOT):	\$56.25	\$79.00
Physician Exam with Health History Review:	\$52.00	\$62.00
Pre-Employment work fitness screening:		
Pre-Employment Physical (DOT):		
DOT Physical	\$58.50	\$87.00
DOT Urine Drug Screening consisting of: Urine Collection 5 Panel Drug Screen Medical Review & Reporting	\$52.00	\$70.00
Re-Certification Physical (DOT):		
DOT Physical	\$58.50	\$87.00
Substance Abuse (NON-DOT) Post Accident/Reasonable Suspicion:		
Urine Drug Screening consists of: Urine Collection 8 Panel Drug Screen Medical Review & Reporting	\$52.00	\$62.00
Substance Abuse (DOT) Post Accident/Reasonable Suspicion/Random:		
DOT Urine Drug Screening consists of: Urine Collection 5 Panel Drug Screen Medical Review & Reporting	\$52.00	\$70.00
Breath Alcohol Screen with confirmation	\$30.00	\$46.00
Fit for Duty Physical:		
Physician Exam with Return to Work Short Narrative Note	\$70.00	\$79.00
On-Call After Hours/On-Site Substance Abuse Services:		
On-Call Drug/Alcohol Collection: Per hour, portal to portal	\$250 INCLUDES CALL AND 2 HR. MINIMUM SERVICES BILLED SEPERATELY	THROUGH GUARDIAN
On-Site Drug/Alcohol Collection: Per hour, portal to portal	\$50.00	THROUGH GUARDIAN

OCCUPATIONAL HEALTH SERVICES 2018	MERCY OCCPATIONAL MEDCINE	OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. DBA CONCENTRA MEDICAL CENTERS
B. WORKER'S COMPENSATION (In-Clinic Treatment of Work-Related Injuries/Illness)		
Initial Visit and Report:		
99202 Limited Visit	85% OF CHARGES	\$181.20
99203 Intermediate Visit	85% OF CHARGES	\$235.98
99204 Extensive Visit	85% OF CHARGES	\$337.12
Return Visit and Report:		
99212 Limited Visit	85% OF BILLED CHARGES	\$115.51
99213 Intermediate Visit	85% OF BILLED CHARGES	\$147.59
99214 Extensive Visit	85% OF BILLED CHARGES	\$213.90
C. WORKER'S COMPENSATION Contracted Service Rates Per CPT Code		
73610 Ankle X-ray 3 or more views	85% OF BILLED CHARGES	\$118.64
73600 Ankle X-ray 2 views	85% OF BILLED CHARGES	\$104.61
73080 Elbow X-ray Complete	85% OF BILLED CHARGES	\$131.65
95904 Nerve Conduction	85% OF BILLED CHARGES	
95903 Nerve Conduction	85% OF BILLED CHARGES	
95900 Nerve Conduction	85% OF BILLED CHARGES	
96860 EMG 1 Extremity	85% OF BILLED CHARGES	
73721 MRI Lower Extremity	85% OF BILLED CHARGES	
73221 MRI Lower Extremity	85% OF BILLED CHARGES	
73630 Foot X-ray Complete	85% OF BILLED CHARGES	\$116.48
73564 Knee X-ray 4 or more views:	85% OF BILLED CHARGES	\$150.99
73560 Knee X-ray 2 view	85% OF BILLED CHARGES	\$113.24
73140 Finger X-ray Complete	85% OF BILLED CHARGES	\$91.91
73130 Hand X-ray Complete	85% OF BILLED CHARGES	\$124.20
72040 Cervical X-ray 2 View	85% OF BILLED CHARGES	\$149.01
72110 Lumber X-ray 4 View	85% OF BILLED CHARGES	\$221.67
73110 Wrist X-ray Complete	85% OF BILLED CHARGES	\$125.44
72070 Thoracic X-RAY 2 view:	85% OF BILLED CHARGES	\$150.24
73000 Clavicle X-ray Complete	85% OF BILLED CHARGES	\$121.74
73030 Shoulder X-ray Complete	85% OF BILLED CHARGES	\$149.04
73090 Forearm X-ray Complete	85% OF BILLED CHARGES	\$116.75
97001 PT Evaluation (1st Visit)	85% OF BILLED CHARGES	\$181.39
97003 OT Evaluation (1st Visit)	85% OF BILLED CHARGES	\$181.39
97545 Work Conditioning/ Initial 2 Hours	85% OF BILLED CHARGES	\$292.49
97546 Work Conditioning/ per additional hour	85% OF BILLED CHARGES	\$116.65
PT/OT Subsequent Visits	85% OF BILLED CHARGES	285-325 3-4 comp billed per visit

OCCUPATIONAL HEALTH SERVICES 2018	MERCY OCCPATONAL MEDCINE	OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. DBA CONCENTRA MEDICAL CENTERS
NOTARIZED WORK AFFIDAVIT COMPLETED	Y	Y
E-VERIFY	N	
COPY OF INSURANCE PROVIDED	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	Y	N
COOPERATIVE BID FORM (Y/N)	Y	Y
COOPERATIVE CONTACT INFO:	Y	Y
COMPANY INFORMATION AND SIGNATURE	Y	Y
BID DEPOSIT REQUIRED	N/A	N/A
COMMENTS:		see the following redlines/exceptions to the bid: pages 1, 5, 6, 7, and 8



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

BID #: 17-0092

Request for Proposal: OCCUPATIONAL HEALTH SERVICES 2018 **Date Issued: 12-5-2017**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, December 19, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

NICOLE CRAWFORD
 Department of Human Resources
 636-797-5563
ncrawford@jeffcomo.org

**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:**

Mercy Occupational Medicine
 Company Name

Kim Vance

Authorized Agent (Print)

6601 S. Truman Blvd
 Address

Kim Vance

Signature

Festus / MO / 63028
 City/State/Zip Code

Manager

Title

636 933-1670
 Telephone #

12/14/17
 Date

43-0687077
 Tax ID #

Kimberly.Vance2@mercynet
 E-mail

(636) 931-3990
 Fax #

W

SPECIFICATIONS

INFORMATION QUESTIONNAIRE

1.0. Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

1.1. Name, Address and Phone Number of individual to contact should there be questions:

Kim Vance, 660A S. Truman Blvd, Festus, MO 63028 Phone #: 636 933-1670
Cell (636) 208-1054

1.2. COMPANY INFORMATION

A. How many years has your company been in business? 24 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: Kim Vance | Nikki Null

Phone Number: (636) 933-1670

Address: 660A. S. Truman Blvd

Festus, MO 63028

Fax: (636) 931-3990 E-Mail: Kimberly.Vance2@mercy.1

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

<u>City of Festus</u>	<u>200</u>	<u>Physicals / WC</u>
<u>City of DeSoto</u>	<u>140</u>	<u>Physicals / WC</u>
<u>City of Pevelly</u>	<u>70</u>	<u>Physicals / WC</u>
<u>State of MO</u>	<u>approx 200</u>	<u>WC</u>

D. How many employees does your company have? How many are in the Occupational Health Services Department? 8

E. Do you offer case management services? If so describe how you will handle our cases.

Dr. Richards will have case by case review w/ County Rep. Our team will also work closely with nurse case manager to coordinate care.

1.3. MISCELLANEOUS

- A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract?

YES X NO _____

- B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements.

2.0 INSTRUCTIONS TO BIDDERS

- 2.1 Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

- 2.2 The following guidelines are applicable to each program and/or plan:

A. Contract Site: State of Missouri
Nature of Business: County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2018.

W

SPECIFICATIONS

3.0 The following specifications apply to all coverages:

3.1 Jefferson County invites proposals for **OCCUPATIONAL HEALTH SERVICES**.

3.2 Bidders are invited to provide proposals on any one or all lines of coverage requested.

- A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception to Bid" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations.
- B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.
- C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.
- D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:
- Response to the Information Questionnaire
 - Occupational Health Services Specification Sheet
- E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.
- F. Questions regarding proposals specifications must be submitted to Nicole Crawford (636) 797- 5563 no later than December 15, 2017. The County, in turn, will provide a response to bid specification questions.

3.3 Location of Service(s):

Mercy Urgent Care and Occupational Medicine
6600 A S. Truman Blvd
Festus, MO 63028



- 3.4 Mileage from Hillsboro, Missouri
 3.5 Rate Schedule of Services provided to the County of Jefferson Employees

13 miles to Festus

A. Occupational Health Services

Cost

Pre-Employment Physical (NON-DOT):

Physician Exam with Health History Review:

\$56.25

Pre-Employment Screening (NON-DOT):

Urine Drug Screening consists of:

Urine Collection

8 Panel Drug Screen

Medical Review & Reporting

\$52.00

Pre-Employment Physical (DOT):

DOT Physical:

\$58.50

DOT Urine Drug Screening consisting of:

Urine Collection

5 Panel Drug Screen

Medical Review & Reporting

\$52.00

Re-Certification Physical (DOT):

DOT Physical:

\$58.50

Substance Abuse (NON-DOT) Post Accident/Reasonable Suspicion:

Urine Drug Screening consists of:

Urine Collection

8 Panel Drug Screen

Medical Review & Reporting

\$52.00

Substance Abuse (DOT) Post Accident/Reasonable Suspicion/Random:

DOT Urine Drug Screening consists of:

Urine Collection

8 Panel Drug Screen

Medical Review & Reporting

\$52.00

Breath Alcohol Screen with confirmation:

\$30.00

Fit for Duty Physical:

Physician Exam with Return to Work Short Narrative Note:

\$70.00

On-Call After Hours/On-Site Substance Abuse Services:

On-Call Drug/Alcohol Collection:

Per hour, portal to portal

On-Site Drug/Alcohol Collection:

Per hour, portal to portal

\$250 includes call
and 2 hr. minimum
Services billed separately

\$50.00

RW

Cost

85% of Charges
85% of Charges
85% of Charges

85% of billed charges
85% of billed charge
85% of billed charge

Cost

[illegible]



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

BID #: 17-0092

Request for Proposal: OCCUPATIONAL HEALTH SERVICES 2018

Date Issued: 12-5-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, December 19, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

NICOLE CRAWFORD
 Department of Human Resources
 636-797-5563
ncrawford@jeffcomo.org

**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:**

Occupational Health Centers of Kansas, P.A.
 Dba Concentra Medical Centers

John R. Anderson, DO

Company Name

Authorized Agent (Print)

DocuSigned by:

5080 Spectrum Drive, Suite 1200W

John R. Anderson, DO, FACOEM

Address

3871D381A655465...

Signature

Addison, TX 75001

Assistant Corporate Secretary

City/State/Zip Code

Title

314-791-0617 (Valerie Frerichs)

12/19/17

47-2063864

Telephone #

Date

Tax ID #

VFrerichs@Concentra.com

314.434.8524

E-mail

Fax #

GB

SPECIFICATIONS

INFORMATION QUESTIONNAIRE

1.1. Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

1.2. Name, Address and Phone Number of individual to contact should there be questions:

VALERIE FRERICHES Phone #: 314-791-0617

1.3. COMPANY INFORMATION

A. How many years has your company been in business? 38 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: Josh Twilbeck

Phone Number: (636) 349-6850

Address: 128 Matrix Commons Drive

Fenton, MO 63026

Fax: 636-349-6641

E-Mail: josh_twilbeck@concentra.com

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

State of MO-St Louis Veterans Home-55 lives-workers comp and drug screens

State of MO-South County Habilitation Center-40 lives-workers comp and drug screens

State of MO-Bellefontaine Habilitation Center-40 lives-workers comp and drug screens

State of MO-St Charles Habilitation Center-35 lives-workers comp and drug screens

D. How many employees does your company have? 7,814 How many are in the Occupational Health Services Department? 6,520

E. Do you offer case management services? Yes If so describe how you will handle our cases.

Concentra clinicians follow the ongoing care of every injured or ill employee treated within our Center from the first visit until the employee goes back to full duty or reaches maximum medical improvement (MMI). We establish Health Insurance Portability and Accountability Act (HIPAA)-compliant communication processes with specialists, County's safety, human resources, and other departments, and all others involved in the care plan. We also track all specialty referrals, report on the percent of patients referred and type of referral, and track the medical outcome of each referral to ensure successful resolution of the case.

1.4. MISCELLANEOUS

- A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract?

YES X NO

- B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements. (See Attachment B of the technical response.)

2.1 INSTRUCTIONS TO BIDDERS

- 2.2 Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

- 2.3 The following guidelines are applicable to each program and/or plan:

A. Contract Site: State of Missouri
Nature of Business: County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2018.

GB

SPECIFICATIONS

3.0 The following specifications apply to all coverages:

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3.2 Bidders are invited to provide proposals on any one or all lines of coverage requested.

- A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception to Bid" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations.
- B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.
- C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.
- D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:
- Response to the Information Questionnaire
 - Occupational Health Services Specification Sheet
- E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.
- F. Questions regarding proposals specifications must be submitted to Nicole Crawford (636) 797- 5563 no later than December 15, 2017. The County, in turn, will provide a response to bid specification questions.

3.3 Location of Service(s):

Concentra

128 Matrix Commons Dr

Fenton, MO 63026

3.4	Mileage from Hillsboro, Missouri	<u>27.4</u>
3.5	Rate Schedule of Services provided to the County of Jefferson Employees	
A.	<u>Occupational Health Services</u>	<u>Cost</u>
	Pre-Employment Physical (NON-DOT):	
	Physician Exam with Health History Review:	<u>79.00</u>
	Pre-Employment Screening (NON-DOT):	
	Urine Drug Screening consists of:	<u>62.00</u>
	Urine Collection	
	8 Panel Drug Screen	
	Medical Review & Reporting	
	Pre-Employment Physical (DOT):	
	DOT Physical:	<u>87.00</u>
	DOT Urine Drug Screening consisting of:	<u>70.00</u>
	Urine Collection	
	5 Panel Drug Screen	
	Medical Review & Reporting	
	Re-Certification Physical (DOT):	
	DOT Physical:	<u>87.00</u>
	Substance Abuse (NON-DOT) Post Accident/Reasonable Suspicion:	
	Urine Drug Screening consists of:	<u>62.00</u>
	Urine Collection	
	8 Panel Drug Screen	
	Medical Review & Reporting	
	Substance Abuse (DOT) Post Accident/Reasonable Suspicion/Random:	
	DOT Urine Drug Screening consists of:	<u>70.00</u>
	Urine Collection	
	8 Panel Drug Screen	
	Medical Review & Reporting	
	Breath Alcohol Screen with confirmation:	<u>46.00</u>
	Fit for Duty Physical:	
	Physician Exam with Return to Work Short Narrative Note:	<u>79.00</u>
	On-Call After Hours/On-Site Substance Abuse Services:	
	On-Call Drug/Alcohol Collection:	<u>Through Guardian</u>
	Per hour, portal to portal	
	On-Site Drug/Alcohol Collection:	<u>Through Guardian</u>
	Per hour, portal to portal	

B. Worker's Compensation
(In-Clinic Treatment Of Work-Related Injuries/Illness)

Cost

Initial Visit and Report:

99202 Limited Visit	181.20
99203 Intermediate Visit	235.98
99204 Extensive Visit	337.12

Return Visit and Report:

99212 Limited Visit	115.51
99213 Intermediate Visit	147.59
99214 Extensive Visit	213.9

C. Worker's Compensation

Cost

Contracted Service Rates Per CPT Code

73610 Ankle X-ray 3 or more views:	118.64
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95900 Nerve Conduction:	
96860 EMG 1 Extremity:	
73721 MRI Lower Extremity:	
73221 MRI Lower Extremity:	
73630 Foot X-ray Complete:	116.48
73564 Knee X-ray 4 or more views:	150.99
73560 Knee X-ray 2 view:	113.24
73140 Finger X-ray Complete:	91.91
73130 Hand X-ray Complete:	124.2
72040 Cervical X-ray 2 View:	149.01
72110 Lumbar X-ray 4 View:	221.67
73110 Wrist X-ray Complete:	125.44
72070 Thoracic X-ray 2 View:	150.24
73000 Clavicle X-ray Complete:	121.74
73030 Shoulder X-ray Complete:	149.04
73090 Forearm X-ray Complete:	116.75
97001 PT Evaluation (1 st Visit):	181.39
97003 OT Evaluation (1 st Visit):	181.39
97545 Work Conditioning/ Initial 2 Hours:	292.49
97546 Work Conditioning/ per additional hour:	116.65
PT/OT Subsequent Visits:	285-325-3-4 comp billed per visit

EXCEPTIONS TO BID

COMMENTS:

See the following redlines/exceptions to the bid: Pages 1, 5, 6, 7, and 8

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
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BID #: 17-0092

Request for Proposal: OCCUPATIONAL HEALTH SERVICES 2018 Date Issued: 12-5-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, December 19, 2017, AT 2:00 P.M. LOCAL TIME.

Specification
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NICOLE CRAWFORD
Department of Human Resources
636-797-5563
ncrawford@jeffcomo.org

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

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

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 parties may mutually agree to 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:

<i>Company Name</i>	<i>Authorized Agent (Print)</i>	
<i>Address</i>	<i>Signature</i>	
<i>City/State/Zip Code</i>	<i>Title</i>	
<i>Telephone #</i>	<i>Date</i>	<i>Tax ID #</i>
<i>E-mail</i>	<i>Fax #</i>	

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.

M. 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.

N. 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.

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.devetwedg.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.

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-services~~ 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.

CHANGE ORDER:

~~County-The parties may mutually agree to 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-thirty (15-30) 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 Reserved.~~

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 either party~~ in whole, or from time to time in part, whenever ~~County a party shall~~ determine that such termination is in ~~the its~~ best interests of County. If such notice is due to 2, 3 or 4, then such, 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 twenty~~ (20) 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 parties~~ 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 ~~or the County~~, 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 Request for Proposal 7 of 18 Bidder's Initials _____

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. At the beginning of each twelve (12) month period of this contract, commencing on the date which is twelve (12) months following the start of the services, the fees for the prior twelve (12) month period shall be automatically increased by three percent (3%). Supplier shall invoice County monthly and County shall remit payment to Supplier, within thirty (30) days of receipt of invoice.

- 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 _____.
- 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.

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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**

NICOLE CRAWFORD 636 797 5563