

BILL NO.: 18-1025

ORDINANCE NO.: 18-

0434

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 POST OFFER/FIT FOR DUTY TESTING SERVICES 2018;**  
5        **AND 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 Bids and Requests for Proposals issued by the County, received bids  
10       and proposals for the following items or services:

11                                BID NAME

12                                Post Offer Fit for Duty Testing Services 2018

13                                NUMBER OF BIDS RECEIVED

14                                3

15                                DATE OF BID OPENING

16                                10-16-2018

17        **WHEREAS**, after reviewing the bids and proposals set forth above, the Director  
18        of Administrative Services has determined that certain bids and proposals represent the

**FILED**

**OCT 23 2018**

**RANDY B. HOLMAN**  
COUNTY CLERK, JEFFERSON COUNTY, MO

1 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 Athletico Management, LLC for a term  
5 from date of approval to 10-21-19 upon approval by the County Council and County  
6 Executive for **up to \$10,000.00 per term, for total amount not to exceed \$10,000.00 for**  
7 **the term**, subject to budgetary limitations.

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

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

13 BID NAME

14 Post Offer Fit for Duty Testing Services 201

15 TERM

16 date of approval to 10-21-19

17 with one (1) additional renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$10,000.00 per term,**

21 **for total amount not to exceed \$10,000.00 for the term,**

22 subject to budgetary limitations

1                                    AWARDED BIDDER

2                                    Athletico Management, LLC

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

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

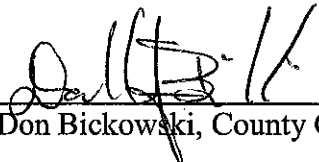
12                   Section 4.       This Ordinance shall be in full force and effect from and after its  
13   date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
14   shall not affect the remainder of this Ordinance.

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

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel C. Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

**THE ABOVE BILL ON THIS 22nd DAY OF October, 2018:**

✓ **PASSED**             **FAILED**

  
Don Bickowski, County Council Chair

  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 23<sup>RD</sup> DAY OF OCTOBER, 2018.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

ATTEST:

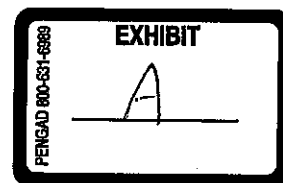
Randy B Holman  
Randy B Holman, County Clerk

BY: Katherine E missey

Reading Date: 10-22-2018



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)



**BID #: 18-0076**

**Request for Proposal: POST OFFER/FIT FOR DUTY TESTING SERVICES 2018**

**Date Issued: 10-1-2018**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 16, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**DAVID COURTWAY**  
 Director of Administration  
 636-797-6487  
[dcourtway@jeffcomo.org](mailto:dcourtway@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:**  
 ONE YEAR CONTRACT  
 WITH A ONE YEAR  
 RENEWAL OPTION  
 UPON APPROVAL OF 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:**

**Athletico Management, LLC**

**Jason Barclay**

**Company Name**

**Authorized Agent (Print)**

**625 Enterprise Drive**

*Jason Barclay*  
**Signature**

**Address**

**Oak Brook, IL 60523**

**General Counsel**

**City/State/Zip Code**

**Title**

**(630) 575-6200**

**46-5605707**

**Telephone #**

**Date**

**Tax ID #**

**[jason.barclay@athletico.com](mailto:jason.barclay@athletico.com)**

**(630) 575-7423**

**E-mail**

**Fax #**

*JB*

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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, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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 MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

## PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: \_\_\_\_\_"

### A. 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.

### B. 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.

### C. 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.

### D. 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.

### E. 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.

### F. 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.

### G. BID DEPOSITS/BONDS:

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

JB



**H. 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.

**I. 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.

**J. 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.

**K. 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](http://www.jeffcomo.org)).

**L. 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. ☒ 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. ☒ 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. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

JB

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](http://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.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.

**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.

*JB*

**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. ☒ Limited Liability Company

Incorporated in the State of Delaware.

**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**

**DAVID COURTWAY – DIRECTOR OF ADMINISTRATION**  
**636-797-6487**

# **ATHLETICO**

**PHYSICAL THERAPY**

625 Enterprise Drive, Oak Brook, IL 60523 | P: 630-575-6200 | F: 630-575-7400

## **AFFIDAVIT OF JASON R. BARCLAY GENERAL COUNSEL OF ATHLETICO MANAGEMENT, LLC**

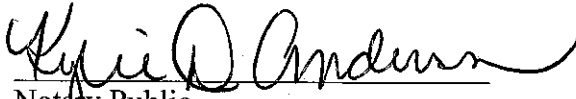
I, **JASON R. BARCLAY**, being first duly sworn on oath depose and state:

1. I am an attorney licensed to practice law in the States of Illinois and Indiana.
2. I currently serve as the Vice President, Corporate Secretary and General Counsel of Athletico Management, LLC, a Delaware limited liability company, registered to do business in the State of Missouri.
3. I oversee the legal agreements entered by the Company and/or its affiliates to use real and personal property for the purpose of providing the health care services managed by the Company.
4. Athletico Management, LLC and its affiliates and subsidiaries do not own any real or personal property in Jefferson County, Missouri.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
**JASON R. BARCLAY**

SUBSCRIBED AND SWORN TO  
before me this 10<sup>th</sup> day of October, 2018.

  
\_\_\_\_\_  
Notary Public



**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 Melissa McMahon (Name of Business Entity Authorized Representative) as SVP of Human Resources (Position/Title) first being duly sworn on my oath, affirm Athletico Management, 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 BID #18-0076 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that Athletico Management, 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 BID #18-0076 (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.)*

Melissa McMahon  
Authorized Representative's Signature

Melissa McMahon  
Printed Name

SVP of Human Resources  
Title

10/8/18  
Date

Subscribed and sworn to before me this 8<sup>th</sup> of October, 2018. I am  
(DAY) (MONTH, YEAR)

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

Illinois, and my commission expires on 11/25/2019.  
(NAME OF STATE) (DATE)

Kylie D Anderson  
Signature of Notary

10/8/2018  
Date



MM

**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Athletico Management, 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.

Melissa McMahon

Authorized Business Entity  
Representative's Name  
(Please Print)

Melissa McMahon

Authorized Business Entity  
Representative's Signature

Athletico Management, LLC  
Business Entity Name

10/18/18  
Date

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

- ☒ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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).

MEM



# 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 individuals to contact should there be questions:

Brian Houchin, Workers' Comp Director

13537 Barrett Parkway Dr., Suite 105, Ballwin MO 63021 Phone#: (314) 642-8846

### 1.2. COMPANY INFORMATION

A. How many years has your company been in business? 27 year(s).

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

Name: Brian Houchin

Phone Number: ( 314 ) 642-8846

Address: 13537 Barrett Parkway Dr., Suite 105

Ballwin, MO 63021

Fax: ( 314 ) 821-9142 E-Mail: brian.houchin@athletico.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.

Athletico provides post offer testing and fit for duty testing for multiple

municipalities in the St. Louis metropolitan area.

D. How many employees does your company have? How many are in the Jefferson County?

4,000+ employees

28 employees in Jefferson County

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

### 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.

## SPECIFICATIONS

3.0 The following specifications apply to all coverages:

3.1 Jefferson County invites proposals for POST OFFER/FIT FOR DUTY TESTING 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 Section 6.0" 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
  - Post Offer/Fit for Duty Testing 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 David Courtway at [dcourtway@jeffecomo.org](mailto:dcourtway@jeffecomo.org) no later than Friday October 12, 2018. The County, in turn, will provide a response to bid specification questions.

3.3 **Location of Service(s):**

Athletico, 1300 Veterans Blvd, Ste C, Festus, MO 63028

Athletico, 3950 Vogel Rd, Arnold, MO 63010

\_\_\_\_\_  
\_\_\_\_\_



10.8 miles - Athletico Festus MO location  
14.8 miles - Athletico Arnold MO location

<b>A.</b>	<b>Post Offer/Fit for Duty Testing Services</b>	<b>Cost</b>
-----------	---	-------------

\$200 / hour

With neurometrix testing:

**\$280 / test**

**\$175 / test**

**\$105 / test**

\$175 / test

## **EXCEPTIONS TO BID**

**COMMENTS:**

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of October 2018:

Athletico Management, LLC  
Company Name

County of Jefferson, State of Missouri

Jason Barclay  
Signature  
Jason Barclay

Kenneth B. Waller  
Kenneth B. Waller County Executive

Print

Company Address: Legal Department

625 Enterprise Drive

Oak Brook, IL 60523

Phone: (630) 575-6200

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.

Kristy L. Sparr  
County Auditor

APPROVED AS TO FORM

Ann R. Under  
Acting County Counselor

## COOPERATIVE BID FORM

**Bid Name:** Post Offer / Fit for Duty Testing

**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 X 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:** \$200.00

**BY:** Jason Barclay

**TITLE:** General Counsel

**COMPANY:** Athletico Management, LLC

#### **CONTACT INFORMATION FOR COOPERATIVE AGREEMENT**

**Phone** (630) 575-6200 **E-mail** jason.barclay@athletico.com

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

JB