



PURCHASING DEPARTMENT

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET ROOM G1
KANSAS CITY, MISSOURI 64106

816-881-3267

Fax 816-881-3268

Request for Proposal No. 37-10

Issued: September 16, 2010

Page One of Twenty

Jackson County, Missouri is seeking Proposals for a Twelve Month Term and Supply Contract, with the possibility of four Twelve Month Options to Extend, for the furnishing of Employee Drug and Alcohol Testing for usage by the Human Resources, Department of Corrections, Public Works, Sheriff's Office and the Parks and Recreation Departments

Enclose your proposal in a sealed opaque envelope with this Proposal Number written on the face of the envelope and deliver it to the **PURCHASING DEPARTMENT**, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106 no later than **2:00 PM, CDT on October 12, 2010**; OTHERWISE YOUR PROPOSAL WILL BE REJECTED. There will be a Public Proposal Opening at 2:05 PM, CDT on October 12, 2010 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

Disabled persons wishing to participate in the Proposal Opening and who require a reasonable accommodation may call the Jackson County Purchasing Department at 816-881-3267 or 1-800-735-2466 (Missouri Relay). A forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento @ 816-881-3253. All questions must be in writing and emailed to bcasamento@jacksongov.org as detailed under General Conditions, Item Five on Page Nine of this Request for Proposal.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder and to reject any or all offers; and (2) split the Contract Award for Employee Drug and Alcohol Testing.

Your returned Proposal MUST consist of: (1) all pages of this Request for Proposal, including the Affidavit on Page 3, fully executed and notarized; (2) **Compliance**: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Page 4 hereof, must be fully completed and signed by you OR if you have a **current** (issued within the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the **REJECTION OF YOUR PROPOSAL**; (3) the Statement of "No Bid" if you DO NOT intend to submit a Proposal on Page 7 hereof, completed and signed by you; (4) the Acknowledgment of Receipt of Addendum, Page 8, completed and signed; (5) your proposal as detailed on Pages 17 and 18 herein; and (6) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal response to Items 1, 2, 3, 4 and 6. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed NON-RESPONSIVE.

PLEASE NOTE: The successful Respondent will have to provide a Certificate of Insurance as outlined in Paragraph 25 of the General Conditions on Page 12 and Exhibit A, Page 19 of this Request for Proposal.



Q. Troy Thomas
Director of Finance and Purchasing

Jackson County Missouri Request for Proposal No. 37-10, Page 2 of 20 for a **TERM & SUPPLY CONTRACT** for the furnishing of Employee Drug and Alcohol Testing for usage by the Human Resources, Corrections, Public Works, Sheriff's and Parks and Recreation Departments.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 12 th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may extend this Contract beyond its original term for a time, not to exceed four 12 month extensions, from the last day of the original term provided that the County's consent to such an extension is evidenced in writing signed by the County's Purchasing Officer and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded you the proposed Contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☐ No ☐ Initials . Minimum order, if applicable \$.

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: PHONE NO:
ADDRESS: FAX NO:
NAME OF AUTHORIZED AGENT (print or type): DATE:
SIGNATURE OF AUTHORIZED AGENT: TITLE:
FEDERAL ID NO: and/or SOCIAL SECURITY NO:
SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (WBE): (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: DATE:

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the City of _____,
County of _____ State of _____

being duly sworn on her or his oath, deposes and says;

1. That I am the _____ (Title of Affiant) of _____ (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2009 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certified and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

_____ (Name of Respondent)

By: _____ (Signature of Affiant)

_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____

NOTARY PUBLIC in and for the County of _____

(SEAL) _____ State of _____

My Commission Expires: _____

COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to "past reports" and is the first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company (such as subcontractors) place "N/A" in the blank.

PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW

I COMPANY DESCRIPTION:

A. Name of Company _____

B. Street Address _____

City _____ State _____ Zip Code _____ Telephone # _____

II COMPANY STATISTICS:

A. Total Number of Employees _____

B. Total Number of Employees Who are: Women _____ Black _____ Hispanic _____ Oriental _____ American Indian _____
YES NO

C. Has your company advertised for applicants since your last report? _____
If so, attach a list of publications in which ads appeared, the dates of advertising and copies of such ads. _____

D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? _____
If so, please attach a detailed report of such changes. _____

E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? _____
If so, please attach a detailed report of such changes. _____

F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? _____
If so, please attach a narrative description of such efforts. _____

G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program? _____

List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: _____

ADDRESS: _____

TELEPHONE #: _____

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: _____

Figures for Employment Analysis section of this report were obtained from:

a. Available Employment records - Yes _____ No _____

OR

b. _____

c. _____

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

Signature: _____

Name and Title (typed or printed): _____

Date: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS
(Complete in full, Use attachments if necessary)

Name of Bidder:	
Address with Zip Code:	
Federal Tax I.D. Number:	
Check One: Corporation _____ Partnership _____ Sole Proprietorship _____	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION:	
Date of Incorporation:	Name of State(s) in which incorporated:
President's Name:	Vice-President's Name:
Secretary's Name:	Treasurer's Name:
If PARTNERSHIP:	
Is the Partnership: _____ General _____ Limited _____ Association.	
Date of Organization:	
Name and addresses of all partners:	
1. _____	
2. _____	
3. _____	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff:	
No. of Permanent Employees:	Geographical Limits of Operation:
No. of years in business:	
Have you ever done business under a different name: Yes _____ No _____	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes _____ No _____	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes _____ No _____		
If Yes, Explain:		
List Completed Contracts within the Past Three Years, Including Amount of Each:		
List of Current Contracts, Including Amount of Each:		
Customer Reference (state name, address, and phone number):		
List each subcontractor you plan to use if awarded the contract. If no, so state.		
SUBCONTRACTOR'S NAME & ADDRESS	ITEM OF WORK	MBE/WBE
State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):		
DBE STATUS Indicate status claimed: 1. Minority Owned Business (MBE) YES _____ NO _____ African American _____ Latino _____ Native American _____ Asian _____ Pacific Islander _____ 2. Woman Owned Business (WBE) YES _____ NO _____ 3. Small Business YES _____ NO _____ For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.		
Prepared by (print or type):	Title:	
Signature:	Date:	

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse, Room G-1
415 E. 12th St.
Kansas City, MO 64106

NOTE: Please use a single envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 37-10 for the following reasons:

- ☐ Specifications too "tight", i.e., geared toward one brand or supplier.
- ☐ Insufficient time to respond to the bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are not clear (explain).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your list for this commodity or service.
- ☐ Other (explain). _____

REMARKS _____

Company
Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Signature of Bidder:	Date:
Company Name:	Phone:
Company Address:	Fax:
City, State and Zip:	

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request For Proposals unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the request For Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Purchasing prior to the specified time of opening.

2. **Completeness:** All information required by the Request For Proposals must be supplied to constitute a proper proposal. Respondents shall not alter the Request For Proposals documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request For Proposals. Proposals must be submitted in "hard copy" format. Proposals submitted electronically, on computer diskette, or by FAX will not be considered by the County.

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

4. **Conditional Proposals:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of this Request For Proposals must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the Request For Proposals shall prevail.

5. **Questions Regarding Request for Proposal:** Any information relative to interpretation of this Request for Proposal shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. No inquiries, if received in the Office of the Purchasing Department within five (5) business days of the date set for the opening of Requests for Proposal, will be given any consideration. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Request For Proposal which, if issued, will be sent no later than two (2) business days before the date set for opening of responses. Addendums to this Request for Proposal will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.

6. **Multiple Proposals:** No Respondent will be allowed to offer more than one proposal on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PROPOSAL ON ANY ITEM REQUESTED ALL PROPOSALS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING. Respondents may submit proposals as a "Prime Respondent" and may also be included as a subcontractor on another firm's proposal.

7. The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "All or Nothing" basis only if the proposal is clearly designated as such by Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of this Request for Proposal.

8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

GENERAL CONDITIONS, CONTINUED

9. Communications and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United State Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

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

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

GENERAL CONDITIONS, CONTINUED

15. Continued: subcontractors. Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request For Proposals.

16. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.

17. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a copy of a properly executed **Certificate of Authority of a Foreign Corporation** authorizing their firm to do business in the State of Missouri.

18. Errors in Proposals: Respondent shall be bound by its offer even though the offer is based on an erroneous calculation, and respondent shall have no right to withdraw its offer after the Response Deadline on the basis of an error in calculation of its offer. Carelessness in quoting prices, or in preparation of a proposal, will not relieve the respondent in case of errors. Erasures or changes in proposals must be initialed.

19. Omissions in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the Contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment/items and services. Any exception to the proposal must be in writing (Exhibit F) and not be omission.

20. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request For Proposals shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

21. No lowest/highest respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

22. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

23. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

GENERAL CONDITIONS, CONTINUED

24. Respondent certifies that all goods to be supplied to the County as a result of contract awarded under this Request for Proposal were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

25. Insurance and Indemnification: The Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by respondent, its employees, agents, or subcontractors, or caused by others for whom respondent is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers, or employees. Contractor's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Request for Proposal. Contractor shall file Certificates of Insurance with Jackson County Finance and Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

26. Applicable Law and Courts: Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Contractor shall comply with applicable federal, state and local law regulations.

27. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021 (12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021 (12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all proposals/bids have been rejected.

SPECIFICATIONS

Jackson County, Missouri is seeking proposals for a Twelve Month Term and Supply Contract, with the possibility of four Twelve Month Options to Extend, for the furnishing of Employee Drug and Alcohol Testing for usage by the Human Resources, Corrections, Public Works, Sheriff's and Parks and Recreation Departments. Jackson County, Missouri reserves the right to split the award for Employee Drug and Alcohol Testing

The Department of Public Works and Parks and Recreation will utilize this service for the purpose of complying with 49 CFR Parts 382, et. al. The Human Resources, Sheriff's and Corrections Departments do not utilize commercial driver's licenses, and therefore are not required to comply with 49 CFR Parts 382, et. al.

Estimated number of drug tests is:

Human Resources Department - 120 to 150 drug tests and 21 alcohol tests per year*

Department of Corrections - 160 to 220 drug tests per year*

Parks and Recreation Department - 90 to 100 drug tests and 8 alcohol tests per year*

Public Works Department - 65 drug tests and 5 alcohol tests per year*

Sheriff's Department - 96 drug tests per year*

* Drug Tests are approximate; numbers are subject to change dependent on employee turnover

SPECIFICATIONS, CONTINUED

01. General Requirements

- A. Respondent shall provide urinalysis 5-panel screens, confirmation, and reports of urine samples. All 5-panel screening must include an integrity check, which verifies acceptable levels of:
 - Creatinine: >20 mg/dl
 - Nitrates: Negative
 - PH: 4.5 - 9.0
- B. DOT (Department of Transportation) testing will include a 5-drug panel, split specimen bottles, a Medical Review Officer (MRO) for all test results and all other provision as required by law.
- C. Respondent will identify any backup laboratory or other subcontractors they utilize, state that their system of reporting will be consistent with the vendor's primary facility.
- D. Respondent shall be responsible for election of random numbers and alternates for drug and alcohol screens each month for Human Resources, Sheriff's Office, Parks and Recreation and Public Works.

02. Specific Requirements

- A. Respondent shall ensure that all employees/applicants who appear for a drug screen show proper identification, which consists of identification card with picture.
- B. Contract collection site shall fax a copy of each chain of custody form to the MRO.
- C. For all County drug testing, Respondent must comply with all federal regulations, including;
 - (1) Split specimen bottles
 - (2) MRO on all tests as required by law
 - (3) 5-panel drug testing
 - (4) Urine collection within temperature limits
- D. Respondent shall test all specimens for adulterants:

5 PANEL DRUG TESTING REQUIREMENTS

	Initial Test Cutoff	Confirmatory Test Cutoff	Confirmatory Method
Amphetamines	500 ng/mL		
Amphetamine		250 ng/mL	GC/MS
Methamphetamine		250 ng/mL	GC/MS
MDMA	500 ng/mL	250 ng/mL	GC/MS
MDA		250 ng/mL	GC/MS
MDEA		250 ng/mL	GC/MS
Cocaine	150 ng/mL	100 ng/mL	GC/MS

Opiates	2000 ng/mL		
Morphine		2000 ng/mL	GC/MS
Codeine		2000 ng/mL	GC/MS
6-Acetylmorphine	10 ng/mL	10 ng/mL	GC/MS
Marijuana	50 ng/mL	15 ng/mL THCA	GC/MS
Phencyclidine	25 ng/mL	25 ng/mL	GC/MS

ALCOHOL TESTING

	Initial Test Cutoff	Confirmatory Test Cutoff	Confirmatory Method
Alcohol	.04 or greater	.04 or greater	BAT

03. Collection Sites

- A. Respondent shall provide collection sites for applicants and employees no more than 30 minutes driving time from the following locations:
- (1) Department of Corrections, 1300 Cherry, Kansas City, Missouri
 - (2) Parks and Recreation Department, 22807 Woods Chapel Road, Blue Springs, Missouri
 - (3) Public Works Department, 34900 E. Old US 40 Highway, Oak Grove, Missouri
 - (4) Human Resources Department, 415 East 12th Street, Kansas City, Missouri and/or 308 West Kansas, Independence, Missouri
 - (5) Sheriff's Department, 3310 NE Rennau Drive, Lee's Summit, Missouri

Respondent shall provide On Site Collections at these locations (1 - 5).

- B. Respondent shall indicate collection site addresses and hours of operation.

04. Collection Availability

- A. Respondent shall be available to test employees and applicants reasonably within the following time frames:
- (1) Monday through Friday; 8:00 AM through 4:30 PM.
 - (2) Saturday and Sunday; either 8:00 AM through noon or 1:00 PM through 4:30 PM. Contractor selects at least one day and one time period and includes it in proposal.
 - (3) Holidays; Respondent shall be available for receiving samples from employees for reasonable suspicion testing on major holidays for a four-hour time frame, either morning or afternoon, and not it in proposal.
 - (4) Respondent shall identify procedures and provide for collections during non-business hours, post-accident drug test collections as well as on-site collection.

05. Respondent and Subcontractor Qualifications

- A. Respondent and any subcontractors must, in accordance with 49 CFR Parts 382, et. al., be in compliance with and approved by the Substance Abuse and Mental Health Services Administration, Department of Health and Human Services (SAMHSA/DHSS). In addition, the Respondent must submit it's letter of certification, and letters of certification for any subcontractors used, from SAMHSA/DHSS attesting that it has met the minimum requirements in order to be considered a SAMHS/DHSS Certified Laboratory. **FAILURE TO SUBMIT A LETTER OF CERTIFICATION WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

SPECIFICATIONS, CONTINUED

05. Respondent and Subcontractor Qualifications, Continued:

- B. Respondent must be available for any administrative or legal proceeding as often as needed and requested by the County, in order to provide expert testimony. Consultation relative to screening results and procedures must be available from a board-certified toxicologist. Costs for these services must be specified in the proposal.
- C. Respondent shall provide negative drug results within two (2) working days after collection.
- D. Respondent shall provide positive drug results within four (4) working days after collection.
- E. Respondent shall provide alcohol results within 1 day of collection whether Negative or Positive.
- F. Respondent shall ensure drug test samples are screened by the EMIT method as recommended by the Department of Transportation, or a method of equivalent demonstrated reliability. Confirmation of positive specimens shall be GC/MS as recommended by the Department of Transportation.
- G. Respondent shall comply with Federal and County Health Insurance Portability and Accountability Act (HIPAA) regulations and policy and shall certify same in proposal. Contractor shall also be responsible for maintaining the confidentiality of all records that contain employee information, including name, address, telephone number, etc. in accordance with Federal and County HIPAA regulations and policy.

06. Tests and Reporting

- A. Respondent will normally be provided with a urine sample by which to test for drugs and respondent must have available a EBT device in which to test for breath/alcohol. However, Respondent may be required to conduct drug/alcohol tests on the following samples:
 - (1) Blood
 - (2) Saliva
 - (3) Skin Tissue
 - (4) Hair
- B. Respondent shall provide an area at the collection site where samples may be collected.
- C. Respondent shall be responsible for collecting, labeling, boxing and shipping samples.
- D. Respondent shall ensure that proper collection and storage procedures are documented and specimen security is maintained.
- E. Respondent's staff must have sufficient, documented training to understand the collection process and significance of laboratory results in accordance with 49 CRF Parts 382, et. al.
- F. Respondent shall retain split samples, which test positive, in accordance with 49 CRT Parts 382, et. Al. If a test is positive, Respondent shall contact employee for an explanation. Respondent may test split sample if deemed necessary; if the split sample tests positive, Respondent contacts employee. Employee can, at their election, or the County can request a second observed test (observed means the actual specimen deposit is directly viewed and overseen by Respondent's personnel at the testing facility).
- G. In addition to the 5-panel drug testing noted above, the County reserves the right to request screens for additional drugs identified in Schedule I and II of the Controlled Substances Act.
- H. Respondent shall retain Alcohol results, which test positive (at .04 or greater) in accordance with 49 CFR Parts 382, et Al.

SPECIFICATIONS, CONTINUED

06. Tests and Reporting, Continued:

- I. Respondent shall ensure couriers, when used, do not tamper with specimens during handling and/or testing.
- J. Respondent shall ensure laboratory staff does not tamper with specimens during handling and/or testing.
- K. Respondent shall retain records indicating laboratory staff ensures the integrity of all specimens received and tested.
- M. Respondent shall provide (either by phone, fax or other electronic means) pending results within two (2) business days of obtaining the sample. All results must be able to be reported to the Human Resources Department. For the Sheriff's and Department of Corrections, an additional copy of results must be sent to those departments.

07. Billing

The Contractor shall submit invoices within the first five (5) working days of the month for the previous month's services, and should include the name and address of the Respondent, the month for which services are being invoiced, the identifying numbers of each recipient receiving services, the date(s) and location where services were provided to each recipient, and the total amount invoiced as follows:

- A. All invoices for the Department of Corrections shall be sent for approval and payment to: Department of Corrections, 1300 Cherry, Kansas City, Missouri 64016.
- B. All invoices for the Parks and Recreation Department shall be sent for approval and payment to: Parks and Recreation Department, 22807 Woods Chapel Road, Blue Springs, Missouri 64015.
- C. All invoices for the Public Works Department shall be sent for approval and payment to: Public Works Department, Post Office Box 160, Grain Valley, Missouri 64029.
- D. All invoices for the Human Resources Department shall be sent for approval and payment to: Human Resources Department, 415 East 12th Street, 1st Floor, Kansas City, Missouri 64106.
- E. All invoices for the Sheriff's Department shall be sent for approval and payment to: Sheriff's Department, 3310 NE Rennau Drive, Lee's Summit, Missouri 64064.

08. Contingent Fee

- A. Respondent warrants that no agreement has been made with any person or agency to solicit or secure this Contract upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Respondent or bona fide established commercial or sales agencies.
- B. For breach of this warranty, County may, by written notice, terminate this Contract and shall be entitled to pursue the same remedies against the Respondent as it could pursue in the event of a breach of Contract.
- C. As a penalty, in addition to any other damages to which it may be entitled to by law, the County may recover exemplary damages in an amount to be determined by the County Executive, which amount shall not be less than three (3) nor more than ten (10) times the amount Respondent paid or agreed to pay as such gratuity, commission, percentage, brokerage or contingent fee.
- D. The rights and remedies of County, as provided in this section, shall not be exclusive and are in addition to any other rights or remedies as provided by law.

SPECIFICATIONS, CONTINUED

09. Site Inspection

- A. Respondent agrees to allow reasonable and timely site visits by the County and further agrees to make available, upon request, any records required to be maintained by this Contract.
- B. Respondent shall require appropriate identification and documentation of authority of all persons making site visits.
- C. Failure to provide site visits by the Respondent or any subcontractor shall be material breach of this Contract.

10. Maintenance of Records

- A. Respondent shall ensure that all records of service provided, including services provided by any subcontractors under the terms of this Contract, are maintained in an adequate, legible, genuine, current and complete manner for a period of five (5) calendar years following the expiration of this Contract.
- B. Respondent shall make available to the County, or it's designated representatives, all records of services provided, including services provided by any subcontractors under the terms of this Contract.
- C. Respondent agrees that failure by subcontractors to comply with this provision shall be deemed a material breach of the Contract and to repay to the County all amounts received for any services, which are not adequately verified and fully documented by Contractor's records.
- D. Adequate verification and full documentation shall mean that the Respondent's records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine the Respondent's reported services were, in fact, provided; that the recipients were eligible; when and where the services were provided; to whom the services were provided, and the extent or duration of the services.

11. Proposal Content and Format

Proposal shall be an original document, plus four (4) copies; proposals and copies shall minimize or eliminate the use of non-recyclable materials, such as plastic report covers, plastic dividers, vinyl sheets and bindings. To facilitate the evaluation of proposals, proposals shall be organized in the following manner:

- A. Cover Letter
- B. All forms contained within this Request for Proposal package, filled out, signed and notarized where necessary
- C. A written narrative that demonstrates the method or manner in which Respondent proposes to satisfy the requirements of the specifications. Respondent shall demonstrate an understanding of each of the requirements with explicit responses, including how requirements will be met.
- D. Executive Summary of Respondent's company to include the following: the number of years your company has been in business; the number of years experience your company has with Employee Drug and Alcohol Testing; the number of employees your company has; the number of employees that will be assigned to this project and a brief resume of the Project Manager.
- E. References: three current references that are using Respondent for Employee Drug and Alcohol Testing. Provide the following information for each reference: Company Name, Contact Name and Telephone Number
- F. Collection Sites and Hours of Operation
- G. Policies on Weekend, Holidays and After Business Hours Collections
- H. SAMHSA/DHSS Letter of Certification
- I. Compliance with HIPAA Regulations and Policy
- J. Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) Participation. Respondent should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.

SPECIFICATIONS, CONTINUED

11. Proposal Content and Format, Continued:

K. Pricing

- (1) cost of drug screens (blood, saliva, skin tissue, hair, urine) @ Respondent's location
- (2) cost of alcohol screens (breath, saliva, blood) @ Respondent's location
- (3) cost of administrative services as detailed in Section 5
- (4) cost of additional services required to properly prosecute the terms and conditions of this Contract, including the Medical Review Officer (MRO) services
- (5) cost of after hours collection
- (6) cost of on-site collection @ each location listed in Section 3A.
- (7) cost of observed test @ Respondent's location.

Pricing shall be in a separate sealed envelope, marked "pricing" and included with your Proposal Document. Pricing attachment shall only be included with the original copy of the proposal.

12.0 Evaluation Criteria

After determining the Respondent's proposal satisfied the requirements of this Request for Proposal, the evaluators (made up of County employees) shall utilize both objective and subjective judgement in conducting a comparative assessment of the response in accordance with the Evaluation Criteria listed below:

A.	Pricing	40%
B.	Location of Collection Sites	25%
C.	Experience and Expertise	30%
D.	Proposal Content and Format	5%

After an initial screening process, a question and answer conference may be conducted with respondents, and on-site inspections of the respondent's facility as part of the evaluation process. The County will consider MBE/WBE ownership and /or participation as a component of the "Experience and Qualifications" Evaluation Criteria.

Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and it's decision shall be final.

13.0 Questions

All questions regarding this Request for Proposal must be in writing or e-mailed as detailed under General Conditions, Item Number Five on Page 9 of this Request for Proposal. Point of Contact for the Purchasing Department is Barbara Casamento, e-mail address is bcasamento@jacksongov.org. All questions will be answered in the form of Addenda.

EXHIBIT A

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

RESPONDENT'S EXCEPTIONS
TO
GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS
OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 37-10

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Request for Proposal No. 37-10 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested

Signature of Respondent: _____