



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

**Invitation for Bid:** **EMPLOYEE ASSISTANCE PROGRAM 2011**      **Date Issued:** **7-26-10**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, AUGUST 24, 2010**, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:** **JACKIE WAGONER**  
 Department of Administrative Services  
 636-797-5479

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

SAMPLE ENVELOPE

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

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

**Contract Term:**  
**1-1-11 to 12-31-11**

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. 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 two additional one-year terms with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

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

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## **1.0 BID REQUIREMENTS**

**Bidder shall initial all pages and return where the Bid Document denotes “BIDDER”S INITIALS: \_\_\_\_\_”**

### **1.1 BID SUBMISSION:**

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected.

### **1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

### **1.3 BID AWARD:**

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 Bid or Bids have been awarded by the County Council within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

### **1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder's risk..
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
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.

### **1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

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

### **1.6 LATE BIDS:**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

### **1.7 BID DEPOSITS:**

Bid Deposits are not required unless specified in the specifications.

### **1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder 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.

### **1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected.

Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

**1.11 ADDENDA:**

Addenda to bid 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 bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance 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.

**THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.**

A.  Required       Not Required      **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force 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

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

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

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

## 1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

## 2.0 BID RESPONSE AND CONTRACT

### 2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

### 2.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

### 2.3 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid 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 bidder'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. **Bid 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.**

### 2.4 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder 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. Bidder shall include proof of compliance with the Act with the bid when requested.

### 2.5 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.

### 2.6 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### 2.7 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.

**2.8 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.

**2.9 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.

**2.10 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.

**2.11 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid 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.

**2.12 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.

**2.13 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.

**2.14 CHOICE OF LAW:**

This bid 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.

**2.15 TERMINATION:**

- A. 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 with a thirty (30) day written notice.
- B. 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. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - C-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - C-2. 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-3. 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.

**2.16 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 bid form.

**2.17 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid 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.

**2.18 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, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.19 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.

**2.20 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.

**2.21 APPROVAL:**

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

**2.22 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

**2.23 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

**EXHIBIT C**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The grantee, subgrantee, 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 \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ ( Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (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/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.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

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

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



**EXHIBIT C**  
(Continued)

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (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.

|   |  |
|---|--|
| Authorized Business Entity<br>Representative's Name<br>(Please Print) | Authorized Business Entity<br>Representative's Signature |
|---|--|

|                      |      |
|----------------------|------|
| Business Entity Name | Date |
|----------------------|------|

As a business entity, the grantee, subgrantee, contractor, or subcontractor must perform/provide the following. The grantee, subgrantee, 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/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); 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).

## SPECIFICATIONS

### EMPLOYEE ASSISTANCE PROGRAM

Further information can be obtained by reviewing copies of the present plans and supplemental information in the office of Jackie Waggoner, Insurance and Benefits Specialist, 729 Maple Street, Hillsboro, Missouri 63050, (636) 797-5479. Fees associated with the copying of materials and postage will apply.

#### **3.0 GENERAL SPECIFICATIONS**

**The following specifications apply to all coverage:**

- 3.1** Bidders will submit bid/proposals for coverage and benefits exactly as per bid specifications. Rate and premium quotations must be submitted on the attached "Premium Quotation Sheet". However, 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" of the bid form. Each bid 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.
- 3.2** The County prefers to award the bid to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the bid form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the bid form.
- 3.3** 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.
- A. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:
- Response to the Information Questionnaire
  - Bidder Identification Form for each type of insurance or plan offered
  - Employee Assistance Program Quotation Sheet
- 3.4** Any proposed plan (charges and contract quotations) must remain in force for at least twelve months from January 1, 2011 through December 31, 2011. Thereafter, the County must receive notice of cancellation or rate change by the bidder ninety (90) days prior to the anniversary date of any policy or plan renewal. After the initial twelve-month term, the County may award plan renewals for terms of one year upon the negotiation of each annual premium rate. No plan may be cancelled or have its rate changed on any date other than the anniversary date, except in the event of breach of contract. Subsequent renewals must also conform to the above terms.
- 3.5** Successful bidders must provide service reports to the County on a quarterly basis within 30 days from the quarter's ending date.

#### **4.0 INFORMATION QUESTIONNAIRE**

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.

##### **4.1 COMPANY INFORMATION**

- A. How many years has your company been in the Employee Assistance Program business?  
\_\_\_\_\_ years.
- B. What is your company's primary business focus?

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

Name: \_\_\_\_\_

Phone Number: \_(\_\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax:\_(\_\_\_\_\_)\_\_\_\_\_ E-Mail: \_\_\_\_\_

D. Which company office will be responsible for initial contact? List all locations available to employees to receive services.

\_\_\_\_\_

E. How many full-time, qualified counselors are employed in this office? \_\_\_\_\_ Employees.

F. 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 employees and the type of services.

\_\_\_\_\_

## 5.0 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? Will the company guarantee for the amount bid for twenty-four months? Thirty-six months?

\_\_\_\_\_

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

\_\_\_\_\_

### 5.1 Additional guidelines applicable to this program:

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

1. Contract Site: State of Missouri  
Nature of Business: County Government
2. All quotations must be made on the attached quotation sheets with any exceptions to the bid specifications clearly noted and explained. Failure to note exceptions may be cause for elimination of the bid for consideration.
3. Any proposed contract must remain in force for at least twelve months. Thereafter, notice of cancellation or rate change by the company must be given to the County ninety (90) days prior to the anniversary date of the plan/program. No contract may be cancelled or have a rate change on any date other than the plan anniversary date.
4. Effective date is January 1, 2011.

### 5.2 ELIGIBILITY:

A. All full-time regular employees of Jefferson County working a minimum of 35 hours per week.

- B. Eligible dependents include spouse, unmarried dependent children to the end of the calendar year in which they reach 26 years. This also includes stepchildren and children of legally appointed guardians.

**5.3 ELIGIBILITY DATE:**

- A. Eligibility date is defined as the first day of the month following a full calendar month of continuous employment for new employees.

**5.4 MINIMUM REQUIREMENTS:**

- A. The program will assist all full-time employees of Jefferson County and their family members. Bidders may refer to supplemental insurance information for employee demographics.
- B. The program will provide counseling for emotional conflict, legal, medical/health concerns, family issues, financial planning, lifestyle management, college planning services, etc. The bidder will outline all areas of counseling provided.
- C. The program will be coordinated through the Human Resources Department and will provide orientation to all County supervisors. The orientation will enable the Human Resources Office and the County's supervisors to acquaint employees with the program. The Bidder will outline the program's orientation and informational procedures and practices. The program records may not be included in any personnel procedure.
- D. The program will be **CONFIDENTIAL**. Employee Assistance Program records and information will not be disclosed to anyone other than the employee without the employee's written permission to do so legally pursuant to all Federal and State laws. Reports to the County will be anonymous, listing only the number of employees served and basic areas of counseling utilized. Participation or lack of participation in the program will not have an impact upon the County's standard administration practices with regard to job performance standards or disciplinary actions.
- E. Program counseling will seek to resolve the majority of employee concerns. The County prefers counseling programs wherein visits are unlimited in number. Bidders must detail the number of visits provided and the program's procedure for referrals.
- F. The Bidder will provide brief resume of the program's professional staff, listing degrees and licenses held, credentials and certifications. Members of staff, hours and days available, and location of counseling sites will be listed in the dossier.
- G. The Bidder will list at least three present companies/governments, which utilize the bidder's program.
- H. The bidder will list the total cost of the program on the bid quotation sheet.
- I. The Bidder will include a detail analysis of costs in the dossier. The bidder should be aware that third party insurance coverage might not be provided for this program.
- J. The County desires to provide employees and their family members with a professional confidential counseling service for those employees who voluntarily wish assistance. The County recognizes that a variety of personal conflicts may have a detrimental effect on the employee's health and job performance. Bidders will include a statement of the goals of their program as they relate to the County's desires.
- K. The Bidder will include any additional programs available to the County, e.g. training programs, employee seminars, etc.

**6.0 PRICING/QUOTATION SHEET**

A. Program cost per calendar year: \$ \_\_\_\_\_

B. Bid Exceptions: The bidder must note all exceptions to the bid specifications or to the current plan. I certify that the following are the only exceptions:

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

C. If your bid meets all specifications except as noted above, please sign here:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date