



# TANEY COUNTY MISSOURI

Purchasing Department 132 David Street / P. O. Box 1630  
Forsyth, Missouri 65653

SOLICITATION TITLE: Drug Screening Services  
RFP #202106-480

SOLICITATION TYPE:

- ( ) = Full / Formal Bid for Products *or* Materials *ONLY*.
- ( ) = Full / Formal Bid for Products *and* Services.
- ( ) = Full / Formal Bid for *Services ONLY*.
- (✓) = Full / Formal Request for Proposals.
- ( ) = Full / Formal Request for Qualifications.

## SCHEDULE & DEADLINES:

June 12, 2021 – July 12, 2021

Proposal Release Date / Advertising Period

July 2, 2021 at 2:00 P.M.

Deadline For Submitting Questions

**July 12, 2021 at 5:00 P.M.**

**Closing Date / Time**

**July 14 , 2021 at 9:30 A.M.**

**Opening Date / Time**

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Responding Vendor / Company Name

City / State

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Commodity Title: DRUG SCREENING SERVICES  
PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL  
#202106-480"  
**RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.**

*Proposal Submission*

Location / Mail Address: Taney County Purchasing Department (Second Floor)  
P. O. Box 1630 (PO Box MUST be used for U.S.P.S .delivery.)  
132 David St. (Physical Address MUST be used for Courier delivery.)  
Forsyth, MO 65653

*Proposal Opening*

Location / Address: Taney County Commission Hearing Room (Old Courthouse)  
Forsyth, MO 65653

The undersigned certifies their authority to bind this company in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein or to offer a "No Proposal." Type or print information below. **Submitter is REQUIRED** to complete, sign and return this form with their submittal to our solicitation as well as initial **all pages**. \*An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

<hr/>		<hr/>	
Company Name		Authorized Person (Print)	
<hr/>		<hr/>	
Address		*Signature	
<hr/>		<hr/>	
City / County / State / Zip		Title	
<hr/>		<hr/>	
Telephone #	Fax #	Date	Tax ID #
<hr/>		<hr/>	
*E-mail (MUST be legible.)		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

**INTRODUCTION & BASIC PROCESSING INFORMATION:**

A formal invitation for proposal is utilized when any total purchase estimate exceeds \$6,000. The County also uses this method when the life of a term and supply contract is valued more than \$6,000. A complete proposal request package will contain well-defined standard technical specifications for the nature of the service or product(s) requested. A formal closing date and time is specified. The Submitter must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the proposal opening at the time and place noted in this solicitation. If a Vendor wants a copy of the proposal tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed proposals cannot be emailed so they must either be delivered by hand, courier, or U.S.P.S. (Please note U.S.P.S. concerns as listed in item #1.3 on the following page.)

All formal invitations for proposals are handled by the Taney County Purchasing Department. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in sections #2 & #3.

Read **ALL** solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.27 for the process to submit questions. Pay close attention to the terms *must, will, shall, should or may*.

Section #1 includes instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. **You MUST use a checkmark (✓)**, in the box adjacent to the section number, in order to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus Addendum, and helps to avoid other areas of confusion.

**Section 1. INSTRUCTIONS AND GENERAL CONDITIONS**

1.1

Delivery of: *Sealed Responses*, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the solicitation closing date and time indicated herein for furnishing the County with goods, and or, services as detailed within the following pages.

1.2

Closing: *Sealed Responses* must be delivered before "Closing Date / Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.

1.3

United States Postal Service WARNING: Because there is no mail delivery service at our offices, we **strongly** discourage Submitters from using the U.S.P.S. If a Submitter elects to use the United States Postal Service, do **NOT** send "return receipt requested" on our end, as we are not staffed appropriately to wait in line at the Post Office *when their counter is open* to sign for a proposal response package. IN ADDITION, The Post Office only recognizes our P.O. Box address. Other delivery services require our physical address. Both addresses are listed on page #2. It is the Submitter's responsibility, not the County, nor the Post Office, to ensure responses are delivered in a timely fashion, to the Purchasing Department. Courier or hand delivery works the best.

1.4

Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered "NON-RESPONSIVE". They will not be opened or returned.

1.5

Opening: Proposals will be opened publicly at "Opening Date / Time", per page one, and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.

1.6

Award / Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)

1.7

Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown in this request prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.

1.8

Sealed & Marked: Responses must be submitted in a sealed envelope identified with the proposal number and dates of closing & opening. List the proposal number on the outside of the box or envelope and note "*Response to Request for Proposal enclosed*" with a return name & address. No fax or electronic transmitted responses will be accepted. Make sure your package indicates "PROPOSAL", with the PROPOSAL NUMBER - on the final outside surface of your package.

1.9

No Proposal: If you elect not to submit a response, return the No Proposal Response Form in section #5 of this package, and note your reason. (Optional). An email is preferred for a "No Proposal" response.

1.10

Submitter Expenses: This County is not responsible for any expenses which Submitters may incur in estimating, inspecting, nor preparing information to respond to this solicitation.

1.11

Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from any / all Bidders prior to selection. The County will not be liable for any costs incurred by the Submitter in connection with such interviews, presentations, or inspections. (i.e. travel accommodations, etc.)

1.12

Proposal Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Submitters should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response.

1.13

Proposal Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.

1.14

Multiple Awards: Responses may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.

1.15

Payment Terms: Taney County standard payment terms are *Net 30* after receipt of an invoice. We can not, and will not, agree to any other payment terms. Once products, or services, are received and accepted Taney County will process payment in full. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing.

1.16

Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.

1.17

Any award agreement shall take effect upon the approval by the Taney County Commission.

1.18

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified.

1.19

Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results.

1.20

Results are always posted at: [www.taneycounty.org](http://www.taneycounty.org)

1.21

All questions for this solicitation must be submitted no later than 2:00 P.M. on Friday, July 2, 2021. Questions must be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at: [nikki.lawrence@taneycountymo.gov](mailto:nikki.lawrence@taneycountymo.gov)

1.22

Aside from routine processing questions, if it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new / necessary modifications.

1.23

Any /all solicitation impacting questions, causing the need for modifications, will be combined into one written Addendum with answers and explanations to cover any / all new issues.

1.24

Any necessary Addendum is valid only if in writing and issued by the Taney County Purchasing Department.

1.25

Any necessary Addendum will be emailed as close as possible to the day following the deadline listed in item #1.21 above, to all parties who had previously been part of the original DPI (Direct Proposal Invitation email), or had made email contact during the open questioning timeframe.

1.26

When an Addendum is necessary it is a formal / legal process which Submitters are required to formally respond to. Follow the instructions as indicated in detail on the Addendum itself.

1.27

Any necessary Addendum will also be posted on the Taney County website attached at the end of the solicitation there. An indication in red, placed at the end of the affected proposal, will alert website visitors as to the presence of an Addendum – if / when one is needed.

1.28

Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other suppliers. Always acting in the best interest of Taney County Missouri.

1.29

Agreement: The entire contents of response documents submitted by the successful Submitter to this request shall include all proposal documents and will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Submitter shall initial all pages where the document denotes "Submitter's Initials: \_\_\_\_" at the bottom of each page after completing each page. Any responses not complying with this condition may be considered non-responsive. The Awarded Vendor(s), of this request, will follow up with a written agreement draft, working with our Legal Services Department, and oversee completion of that process to the mutual satisfaction of all parties working in harmony with this signed response.

1.30

Our standard *Sample* agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "*Sample*". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation.

1.31

Response Content: In order to enable direct comparison of competing responses, Submitters must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Submitter's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."

1.32

Advice of Award: The County's Responses, Proposal Tabulations, and Proposal Award information may be viewed on our website at [www.taneycounty.org](http://www.taneycounty.org). (Purchasing Department Page.)

1.33

Response Clarification: The County reserves the right to request additional written or oral information from Submitters in order to obtain clarification of their responses.

1.34

Rejection or Correction of Responses: The County reserves the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at our discretion whenever it is determined to be in the best interest of Taney County Missouri.

1.35

Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Submitter is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

1.36

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

1.37

Sunshine Laws: Per (Section 610.026 RSMo.) concerning public documents, all responses to this request will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies.

## 2. Scope of Services/Specifications:

The Taney County Purchasing Department is seeking sealed proposals to obtain the services of a qualified firm to provide on-site Department of Transportation (DOT) and Non – Department of Transportation (DOT) alcohol and drug collection and testing services for the County, in accordance with the requirements of all applicable Federal and State Statutes. See all specifications / requirements below.

Taney County has approximately 255 Full-Time employees. Of that estimation, sixty-five (65) of those are (DOT) and one hundred thirty (130) are Non-DOT employees. (Note: Numbers given are only approximations)

- 2.1 Awarded vendor shall be prepared to conduct approximately one hundred seventy-five (175) additional tests annually, which will include random, post-accident, pre-employment, reasonable suspicion, return to duty, and follow up drug and alcohol tests. These quantities represent estimated usage and should not be considered guaranteed quantities; actual usage may be more or less dependent upon demand.
- 2.2 All pricing MUST remain in effect, without increase, for one (1) year from date of award.
- 2.3 Awarded vendor SHALL comply with ALL Missouri Department of Transportation regulations.
- 2.4 MUST provide the following on-site: Monthly DOT and every other month Non-DOT
- 2.5 Once awarded a subsequent contract is expected to remain in place for one (1) year with automatic renewals, unless otherwise ordered by the Taney County Commission.
- 2.5 For questions concerning ALL listed specifications, or any technical questions, the below "Department Point of Contact" MUST be contacted:

**Dawn Muller, (417) 546-7285 (o)**  
**HR Benefits Coordinator / Drug Screening Administrator**  
**Taney County Department of Human Resources**  
[dawn.muller@taneycountymo.gov](mailto:dawn.muller@taneycountymo.gov)

**Section 3 and 4. SPECIFICATIONS & STANDARD TERMS AND CONDITIONS**

Please check (✓) off the appropriate box to indicate compliance or not. The County will always look for 100% COMPLIANCE. These "SPECIFICATION" and "STANDARD TERMS AND CONDITIONS" are absolutely critical to all County solicitations. We suggest that if after reviewing each of the following items if any potential participant feels they are not able to comply with ALL - they should probably not submit a bid response to our solicitation. All "D" check (✓) marks will be considered very strongly toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

**C = Comply with item. (In some cases this will serve as a simple acknowledgement.)**

**D = Do not / cannot comply with item.**

3. SPECIFICATIONS:

- | C   | D   |   |
|-----|-----|---|
| ___ | ___ | 3.1 Responses shall be submitted in the following format. Failure to follow the specified format may result in the proposal being deemed non-responsive and subject to immediate rejection.   |
| ___ | ___ | a. Cover Letter – Introduction providing a highlight of experience in relation to the proposed services.  |
| ___ | ___ | b. Executive Summary – Vendor response, unique qualifications and any information assisting in submittal.   |
| ___ | ___ | c. Letter of Transmittal – Shall contain statement indicating additional companies that may be used for the service indicated and any sub-contractors utilized; POC for RFP clarification/additional information; authorized individual to legally obligate the vendor; complete contact information including name, address, phone, e-mail; statements affirming<br>- <u>"No Inducement"</u> - A statement certifying that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a bid with regard to this RFP. Furthermore this is to certify that the bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.<br>- <u>"No Investigation/Conviction"</u> - A statement certifying that the bidder, it's affiliates, parent company, subsidiaries, officers, directors, subcontractors, and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or the performance of any public contract. |
| ___ | ___ | d. Vendor Experience – Include relevant history and experience in providing the proposed services.  |
| ___ | ___ | e. Vendor References - The vendor will provide the name of reference, contact person and contact phone number.  |
| ___ | ___ | 3.2 <b><u>General Requirements:</u></b>   |
|     |     | a. Contractor shall provide drug and alcohol testing and related services for the County of Taney in accordance with the provisions and requirements stated herein.   |
|     |     | b. Provide testing services to enable the requesting County agency's compliance   |

with the Omnibus Transportation Employee Testing Act of 1991 (the "Act"), and its amendments, which mandates random drug and alcohol testing of County agency employees required to hold a Commercial Driver's License (CDL) and provide testing for pre-employment, post-accident, reasonable suspicion, return to duty, and follow up testing of County agency employees required to hold a CDL.

- c. Conduct post-accident drug and alcohol testing for any County employee and pre-employment drug testing for any prospective or new hire employee.
- d. Comply with all confidentiality requirements established in the Act and as otherwise stated herein. Shall only release the testing results only to the County employee being tested and the County agency.
- e. Provide services on an as needed basis at any time, 24 hours per day, seven day per week, including federal and state holidays as requested by the County agency.
- f. Understand and agree that the County does not guarantee a minimum or maximum number of tests.
- g. Provide all materials, supplies, and equipment necessary to successfully perform the services required herein, including but not limited to, specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.

-All testing equipment, materials, and supplies used by the contractor must meet accuracy and reliability standards and requirements as established by the Federal Department of Transportation (DOT), Federal Department of Health and Human Services (HHS), and the Missouri Department of Health and Senior Services.

— — 3.3 **Alcohol Testing Requirements:**

- a. Shall conduct alcohol testing services.
- b. Evidentiary Breath Testing (EBT) must be on the Conforming Products List (CPL) of the National Highway Traffic Safety Administration (NHTSA) for both screening and confirmation alcohol tests.
- c. When conducting alcohol tests, the contractor shall provide a Breath Alcohol Technician (BAT) meeting with training and qualification requirements of 49, CFR, Part 40.213.
- d. The contractor shall IMMEDIATELY notify the County of a Breath Alcohol Confirmation (BAC) test finding of 0.02 or greater.
- e. Shall conduct all screening and testing in accordance with the Federal DOT alcohol testing regulations and procedures

— — 3.4 **Drug Testing Requirements:**

- a. Shall provide a five(5) panel drug screen using current procedures as approved by the Federal HHS and the Federal DOT and test the collected urine specimen for detection of the following:
  - Amphetamines/Methamphetamines/MDMA (ecstasy)
  - Marijuana (THC)
  - Cocaine
  - Opioids
  - Phencyclidine (PCP)
- b. Shall provide a ten (10) panel drug screen upon request of the County agency and test the collected urine specimen for detection of the following (please specify if panel screen is different than listed below):
  - Benzodiazepines
  - Marijuana (THC)
  - Amphetamine
  - Phencyclidine (PCP)
  - Barbiturates

- Methadone
- Cocaine
- Opiates
- Quaaludes
- Propoxyphene

- c. The laboratory utilized by the contractor MUST be certified by the Federal HHS per Federal DOT regulations.
- d. MUST report all Medical Review Officer (MRO) verified positive test results to the County.
  - Should a County employee challenge a positive test result, the contractor shall send the split specimen to a second laboratory for re-testing.
  - Shall conduct confirmation drug tests on positive test results as mandated by Federal DOT regulations and shall follow the same procedures for Federal Non-DOT mandated tests.
- e. Shall insure that the collectors are qualified in accordance with Federal DOT regulations and if requested by the County, shall provide proof to the County of a collector's qualifications.

3.5 **Random Testing Requirements:**

- a. Shall develop and administer procedures and protocols for random drug and alcohol testing as mandated by Federal DOT regulation and shall select individuals for testing, conducting the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with the Act.
- b. Updates to the County's random testing pool, as well as random selections, shall be sent electronically to the County.
- c. Shall conduct random drug, alcohol, non-DOT and DOT testing at a designated location at the Taney County Courthouse. If provider does not provide mobile services, collection site(s) shall be convenient to County employees and applicants. Please explain process.
- d. Shall explain the options on pre-employment and post-accidental screenings. On site or in office – Please explain your process and price savings (if any) to the County.
- e. Must collect all specimens in accordance with the Federal DOT requirements outlined in 49 CFR Part 40.
  - The contractor must use a Federal Custody and Control Form (CCF) for DOT drug tests and a Federal Alcohol Testing Form (ATF) for DOT alcohol tests. For non-DOT tests, a non-DOT CCF and ATF must be used.
  - The contractor shall collect all specimens (non-federal and federal) as split samples.

3.6 **Training Requirements:**

- a. Shall provide a training workshop to the County Human Resources Department, at the request of the county, in accordance with the requirements of 49 CFR 382.603 et seq. on the topics of alcohol and drug abuse. The contractor shall also provide CDL driver training, at the request of the county, in accordance with the requirements of 49 CFR 382.601. The contractor shall provide all materials, supplies, and professional trainers.
- b. The scheduling and site location of workshops shall be mutually agreed upon by the requesting County and the contractor.
- c. The workshops shall cover the physical, behavioral, speech, and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in the Act.
- d. The contractor must furnish a certificate of workshop completion to each participant who has completed each workshop.
- e. The county agency shall have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the contractor

with notice of its intent to cancel at least ten working days prior to the date on which the workshop is scheduled to begin.

— — 3.7 **Medical Review Officer Requirements:**

- a. Shall provide a Medical Review Officer (MRO) who must be a licensed physician (M.D. or D.O.) knowledgeable in areas of drug abuse and toxicology procedures to review the results of all drug tests. The qualifications and performance of the MRO must be in compliance with 49 CFR Part 40.

— — 3.8 **Expert Witness Testimony Services:**

- a. If requested by the County, the contractor shall provide expert testimony and witness services by qualified professionals (e.g., pathologists, biochemists, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of the services required herein as deemed necessary in a court proceeding. Please list all costs associated.

— — 3.9 **Reporting Requirements:**

- a. If requested by the Federal DOT for audit purposes, the County of Taney must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by the county, the contractor shall provide any necessary information and data to the county that will aid the county in submitting the required records to the Federal DOT.
- b. If requested by the County, the contractor must provide the County with an annual MIS report and semi-annual lab report on DOT drug tests.
- c. If requested by the County, the contractor shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done (see the following website for the blank reports: <http://www.dhss.mo.gov/Lab/BreathAlcohol/Forms.html> ).

— — 3.10 **Pricing:**

- a. Provide unit prices for each component of the drug screening services plus any and all monthly service costs/charges associated with the service. The County will not pay for charges not specifically itemized and/or addressed in this proposal. Please list pricing for random, post-accident, pre-employment, reasonable suspicion, return to duty, and follow up drug and alcohol tests. Please list pricing for mileage if mobile unit applies.

— — 3.11 **Non-Exclusivity:**

- a. The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring, equal or like goods and/or services from other entities or sources.

4. STANDARD TERMS AND CONDITIONS:

C D

- — 4.1 Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Proposal.
- — 4.2 The Taney County Commission has the right to accept or reject any part or parts of all proposals, to waive technicalities and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- — 4.3 Submitters must use the forms provided for the purpose of submitting proposals, must return the proposal and bid sheets comprised in this proposal **completing each section** in same order as received, give the unit price, extended totals, and **sign** the bid.

- \_\_\_ \_\_\_ 4.4 When products or materials of any particular producer or manufacturer are mentioned in Our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- \_\_\_ \_\_\_ 4.5 The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the proposal.
- \_\_\_ \_\_\_ 4.6 The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- \_\_\_ \_\_\_ 4.7 In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Submitter responsible for any excess cost occasioned thereby.
- \_\_\_ \_\_\_ 4.8 Failure to deliver as guaranteed may disqualify Submitter from future bidding.
- \_\_\_ \_\_\_ 4.9 Prices must be as stated in units of quantity specified, and must be firm.
- \_\_\_ \_\_\_ 4.10 The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.
- \_\_\_ \_\_\_ 4.11 The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to proposal opening.
- \_\_\_ \_\_\_ 4.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- \_\_\_ \_\_\_ 4.13 Should an audit of Contractors invoices – during the term of the Agreement, and any renewals thereof, indicate that Taney County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30 days of being notified of the same.
- \_\_\_ \_\_\_ 4.14 Should this proposal require an evaluation process, an evaluation team shall be selected consisting of several members of the County's personnel along with Director of Purchasing. The responses will be based on the following ranking:  
-25% Technical  
-20% Site  
-25% Account Management/Administration  
-30% Cost
- The submitter(s) deemed to have proposals with the competitive range will be contacted for negotiations, if deemed necessary. Once completed, the evaluation team will make a recommendation to the County Commission.

**PROPOSAL RESPONSE FORM:** Completion of this short form is totally optional and is included within our solicitations simply as an additional “tool” to assist us overall in improving future solicitation processes. If you, or your company, has decided not to participate by *not* offering a proposal, please complete the below form and return it to the Purchasing Department by email.

*Thank you...*

RFP #202106-480 Drug Screening Services

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not Submitting:	
<i>Would you like to be removed from our list(s) for future proposals/bids? ( ___ Yes or ___ No.)</i>	

\*\*\*\*\*

**5. FINAL COMPLIANCE CHECKLIST:** By using the below table as a checklist you will help to insure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with all of the below listed requirements or it may not be included for consideration. Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified. Please call me, at my office as listed right below, or email me with any questions pertaining to these requirements or any other written instructions. *Thank you...*

**Nikki Lawrence, Director of Purchasing**  
Office: 417-546-7281 / FAX: 417-546-3931  
[nikki.lawrence@taneycountymoz.gov](mailto:nikki.lawrence@taneycountymoz.gov)

The below requirements apply to every solicitation we do.

(✓) = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
6.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
6.2	No fax or electronic transmitted proposals will be accepted. Proposal responses received via fax will disqualify that Vendor from any participation in this proposal.	
6.3	Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent Agreement post award.	
6.4	Remember to sign the proposal sheet as this is mandatory. Missing signature <u>WILL</u> disqualify.	
6.5	Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.	
6.6	Three <u>COMPLETE</u> copies of the bid response, with your original, are <u>REQUIRED</u> . Please indicate copies versus original. One sided copies <u>ONLY</u> . A double-sided response is not considered an acceptable “legal” document for our purposes.	
6.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses could possibly disqualify.	

AGREEMENT (*Sample*)  
for  
Drug Screening Services

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents for Service Agreement for the purpose of supplying Taney County with drug screening/testing services ("Service") shall include the Contractor's bid response to County's Request For Bid # 202106-480 and any applicable addenda which are attached hereto and incorporated herein by reference. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to provide to the County the Service described in this Agreement. The Price shall comply with proposal submitted. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement will be automatically renewed for four (4) additional one (1) year periods.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202106-480 for tracking. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.





## **TANEY COUNTY MISSOURI PURCHASING DEPARTMENT**

132 David Street / P. O. Box 1630  
Forsyth, Missouri 65653

**Nikki Lawrence, Director of Purchasing**

Phone: 417-546-7281 / FAX: 417-546-3931

[nikki.lawrence@taneycountymo.gov](mailto:nikki.lawrence@taneycountymo.gov)

### **INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

