

INTRODUCED BY: COUNCIL MEMBER (s) Boyer

1                   **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2                   **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3                   **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4                   **PROPOSALS FOR PC MANAGEMENT PRODUCTS 2016; AND**  
5                   **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
6                   **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
7                   **AWARD OF THE BIDS AND PROPOSALS.**

8                   **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to  
9                   certain Invitations for Bid and Requests for Proposals issued by the County received bids  
10                  and proposals for the following items or services:

11                  BID NAME

12                  PC Management Products 2016

13                  NUMBER OF BIDS RECEIVED

14                  3

15                  DATE OF BID OPENING

16                  9-13-2016

17                  **WHEREAS**, after reviewing the bids and proposals set forth above, the  
18                  Department of Information Technologies has determined that certain bids and proposals

**FILED**

Page 1 of 5

OCT 17 2016

WES WAGNER  
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 represent the lowest and best bid for the respective items or services and met the bid or  
2 proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Kaseya US Sales LLC for a term from  
5 10-11-16 to 10-10-17 upon approval by the County Council and County Executive for the  
6 total amount up to **\$16,146.00** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

8 **AS FOLLOWS:**

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

12 BID NAME

13 PC Management Products 2016

14 TERM

15 10-11-16 to 10-10-17

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$16,146.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Kaseya US Sales LLC

1           Section 2.    The Jefferson County, Missouri, Council hereby authorizes the  
2    County Executive to execute the agreement incorporated by Reference as Exhibit "A" and  
3    any agreements or contracts necessary to effectuate the award of the bids and proposals set  
4    forth in this Ordinance. The County Executive is further authorized to take any and all  
5    actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the  
6    Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

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

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

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

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Absent</u>

**THE ABOVE BILL ON THIS 11th DAY OF October, 2016:**

X PASSED        FAILED

  
Renee Reuter, County Council Chair

  
Administrative Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 12<sup>TH</sup> DAY OF OCTOBER, 2016.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

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

ATTEST:

Wes Wagner  
Wes Wagner, County Clerk

BY: Katherine C. Misley

Reading Date: 10-11-2016



EXHIBIT

PENGAD 800-651-8988

Quote

QT0000000473

This quote is for discussion purposes only and is not intended as an offer to sell any products or services. Once the parties have agreed to a price and quantity of products or services, a FINAL quote will be delivered to the customer for execution.

<u>Prepared For</u>	<u>Ship To</u>	<u>TOTAL</u>	USD 18,396.00
COUNTY OF JEFFERSON MISSOURI Randy Muller PO Box 100 Hillsboro, MO 63050 United States	COUNTY OF JEFFERSON MISSOURI Randy Muller PO Box 100 Hillsboro, MO 63050 United States		Prepared By: Steve Johnson Expires: 09/30/2016 Start Date: 09/23/2016 End Date: 09/23/2017 Initial Term: 12 Months Renewal Term: 12 Months Auto Renew: Yes Payment Term: Due Upon Receipt Currency: USD

Product	Item	Term	Discount	Quantity	Price	Total
Professional Cloud S-CLD-K3-PRO (09/23/2016 - 09/23/2017)	Rate Plan: S-CLD-K3-PRO - Annual	1 Year(s)	31%	600	26.9100	16,146.00
Kaseya Professional QuickStart Bundle - (Remote Delivery) CNS-QS-PRO-BUNDLE (09/23/2016 - 09/23/2017)	Rate Plan: CNS-QS-PRO-BUNDLE	One-Time		1	2250.0000	2,250.00
<b>*Total</b>						<b>USD 18,396.00</b>

\*Applicable Taxes will be applied upon invoicing

Once you have confirmed your order, please visit Kaseya's Customer Portal at <https://portal.kaseya.net> to enter or confirm your credit card and/or other billing information. If you are a new customer you will receive an email with login information.



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

**Request for Proposal: PC MANAGEMENT PRODUCTS 2016      Date Issued: 8-16-2016**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, SEPTEMBER 13, 2016, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**RANDY MULLER**  
Department of Information Technology  
636-797-5592  
rmuller@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

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

**Contract Term:  
upon approval by  
the County Council  
and County  
Executive**

**Vendor  
Information:**

**SAMPLE ENVELOPE**

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

**SEALED PROPOSAL: (PROPOSAL NAME)**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Kaseya US Sales LLC

Randy Rasmussen

**Company Name**

**Authorized Agent (Print)**

16 W 22nd Street

*Randy L Rasmussen*

**Address**

**Signature**

New York, NY 10010

*FA64BED0934E56407*

**Signature**

**City/State/Zip Code**

**Title**

415-694-5700

September 9, 2016 46-0522543

**Telephone #**

**Date**

**Tax ID #**

legal@kaseya.com

415-723-7686

**E-mail**

**Fax #**

*DS  
RLR*

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## \*REQUIRED DOCUMENTS\*

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**  
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**





16W 22<sup>nd</sup> Street, Suite 2R  
New York, NY 10010

**Re: PC Management Products 2016**

To whom it may concern:

Kaseya US Sales LLC does not own any real or personal property in Jefferson County.

Sincerely,

A handwritten signature in black ink that reads "Michael A. Pellini".

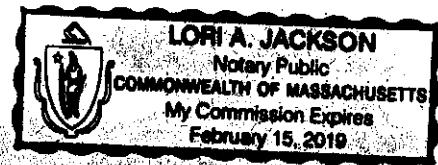
Michael Pellini  
General Counsel

State of Massachusetts  
County of Middlesex

On this 8<sup>th</sup> day of September, 2016, before me, the undersigned notary public, personally appeared Michael Pellini, personally known, to be the person whose name is signed on the attached document, and acknowledged to me that he signed voluntarily for its stated purpose.

A handwritten signature in black ink that reads "Lori A. Jackson".

Notary Public  
My Commission expires February 15, 2019





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (202) 416-2500 Wells Fargo Insurance Services USA, Inc. 1750 H. Street NW, Suite 200 Washington, DC 20006	CONTACT NAME: Michele Anglin	
	PHONE (A/C. No. Ex): 202-416-2528	FAX (A/C. No): 877-827-0725
INSURED Kaseya US Sales, LLC 2010 Corporate Ridge Suite 140 McLean, VA 22102	E-MAIL ADDRESS: michele.anglin@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Specialty Insurance Company	27154
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES		CERTIFICATE NUMBER: 10606511		REVISION NUMBER: See below			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			711-01-26-35-0004	06/23/2016	06/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			711-01-26-35-0004	06/23/2016	06/23/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A		406-03-74-66-0004	06/23/2016	06/23/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
SUNy Global Center/SUNY Maritime College is named as additional insured as it relates to general & auto liability & waiver of subrogation is granted as it relates to general and auto liability and workers comp in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and noncontributory where required by written contract.							

CERTIFICATE HOLDER		CANCELLATION	
SUNY Global Center/SUNY Maritime College 116 East 55th Street New York, NY 10022		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

## PROPOSAL REQUIREMENTS

DS  
RJR  
"BIDDER'S INITIALS. \_\_\_\_\_"

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

**A. PROPOSAL SUBMISSION:**  
 Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**B. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**C. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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

**E. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**F. PROPOSAL DEPOSITS/BONDS:**

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

**G. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**H. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals, whatever is most advantageous to the County.

RJR

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**J. ADDENDA:**

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**K. INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

**A. ( X )Required ( ) Not Required      Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**B. ( X )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. ( X )Required ( ) Not Required      Worker's Compensation Insurance:  
per Missouri Revised Statutes Chapter 287**

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

**L. PROPOSAL OPENINGS:**

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

**M. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. NO COPIES of proposal tabulations are sent to vendors.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT [WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**RANDY MULLER – INFORMATION TECHNOLOGY**  
**DIRECTOR - 636 797 5592**

DS  
RMR

## **PROPOSAL FORM AND CONTRACT**

### **A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

### **B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

### **C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

### **D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

### **E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

### **F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

### **G. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### **H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior to inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

**Limited Warranty.** Supplier warrants that the Software when shipped or transmitted to you will operate substantially in accordance with Supplier's standard documentation. Your sole and exclusive remedy and the entire liability of Supplier under this limited warranty will be, at Kaseya's option, to repair, replace, or refund of the purchase price of the affected Software (or if the Software provides the functionality intended by Supplier and the error is in the Documentation Supplier will correct the Documentation), provided that any error or defect is reported to Supplier promptly. This warranty does not apply if the Software: (a) has been altered, except by Supplier or its authorized representative; (b) is licensed for beta, evaluation, testing or demonstration purposes; or (e) is Software for which Kaseya does not receive a license fee. Supplier warrants that any services shall be performed in a professional and workmanlike manner in accordance with industry standards.

**Disclaimer Of Warranties.** EXCEPT AS SET FORTH IN THE PRECEDING SECTION, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. ALL THE KASEYA ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, ENJOYMENT, TITLE AGAINST INTERFERENCE, OR NON-NEGLIGENT PERFORMANCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT: THE SOFTWARE OR SERVICES WILL BE SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SOFTWARE, SERVICES, ANY CONTENT, SYSTEMS OR SERVERS WILL BE FREE FROM HARMFUL ASPECTS. Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods to be provided to the County without County's prior written approval.

**O. CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph. Notwithstanding the foregoing, the County may not terminate, discontinue or stop payment for the initial term of the software license or any renewal term except in the event of a material breach of the terms of the Contract by Supplier as set forth herein.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or**



**proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

**4. Default: County may terminate the whole Contract or any part in either of the following circumstances:**

- a. If supplier fails to deliver the items required by the contract within the time specified; or**
- b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.**
- c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.**

**Q. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**T. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**U. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate:  Individual:  Partnership:  Corporation.

Incorporated in the State of Delaware.

**X. LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri Hillsboro, Missouri.

**Y. LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

ds  
RJR

Z. The software provided under this contract shall be licensed pursuant to Supplier's terms and conditions for licensing as mutually agreed by the parties.

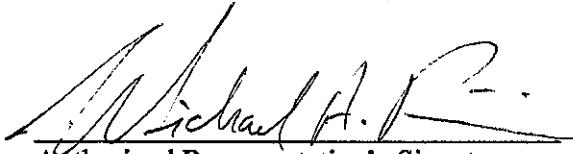
## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Michael Pellini (Name of Business Entity Authorized Representative) as General Counsel (Position/Title) first being duly sworn on my oath, affirm Kaseya US Sales LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to PC MANAGEMENT PRODUCTS 2016

(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 Kaseya US Sales LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to PC MANAGEMENT PRODUCTS 2016 (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

Michael Pellini  
Printed Name

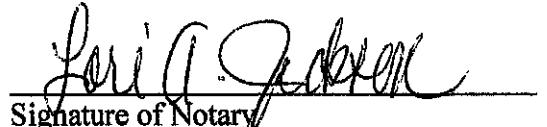
General Counsel  
Title

September 8, 2016  
Date

Subscribed and sworn to before me this 8th of September, 2016. I am

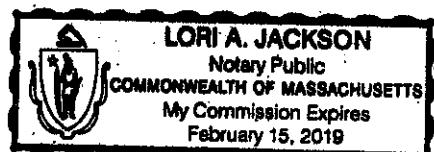
commissioned as a notary public within the County of Middlesex, State of Massachusetts,

and my commission expires on February 15, 2019.



September 8, 2019

Date



**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Kaseya US Sales LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Randy Rasmussen

Authorized Business Entity  
Representative's Name  
(Please Print)

DocuSigned by:

*Randy L Rasmussen*

FA64BE0094E5407...

Authorized Business Entity  
Representative's Signature

Kaseya US Sales LLC

9/9/2016

Business Entity Name

Date

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

- ✓ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ✓ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Specifications

<b>POC Requirements and Testing - PC Management Requirements</b>	<b>Description</b> <b>Proposed Solution:</b> <b>Kaseya Virtual System Administrator / VSA</b>
Central Management	Centralized management to control deployment and configuration, improve ability to respond to security related incidents, and better reporting Kaseya VSA offers a centralized single pane of glass interface for administrators to manage all aspects of the product
	Centralized management to control deployment and configuration, improve ability to Respond Available, as stated in above point
Service Level requirements	Minimum 24/7 phone support Included with license subscription agreement
<b>System Requirements</b>	
Identify virus and malware	If virus or malware is detected, automatically initiate a program to, block it, remove it, and notify IT that this PC had a virus or malware. Our offerings of integrated AV automatically remediate infected systems. Procedures can be triggered to auto remediate infections upon an alarm / monitoring alert.
Detect Audio/video streaming without know the software being used	If not part of the PC Management please specify another product that will detect streaming Our Kaseya Traverse product can monitor bandwidth usage, or applications/systems using the most bandwidth, using Netflow.
Identify Pcs that passing erroneous packets onto network	If not part of the PC Management please specify another product that will detect these packets Kaseya Traverse is better suited for this task.
Provide Broadcast alerts	All alerts must be capable of broadcasting those alerts via email, text messages, dashboards, reports, and logs Kaseya offers all the above methods, text messages are available within the integrated Kaseya Network Monitor / KNM, for Kaseya an email to txt service is required.

Provide Dashboard for visibility	Kaseya offers several integrated dashboards, static and configurable.
Enforce user and machine based policies	Kaseya applies user defined policies. Domain or local Policies cannot be managed in Kaseya. We can push Agent procedures that accomplish the same task in an automated fashion.
Remote Access and Control	<p>Allows admins to manage remotely</p> <p>Certainly, within Kaseya VSA we offer several methods for remote control, including Kaseya Live connect, K-VNC, RDP and our proprietary remote control, client. All can be initiated from directly within the VSA without the need to trigger a VPN.</p>

OS Customization and Installation	Allow creation of Images and PXE for easy OS installations  Imaging is not available at this time, Kaseya is adding an Imaging Backup option in our upcoming r9.4 release (November 2016) that will offer such a feature
Active Directory (AD) Integration	Integrates with AD (GPO, OU, and Group Awareness)  Our AD integration harvests AD users, OUs and groups, for single sign on to Kaseya, in addition to resetting PWS, enabling or disabling users.
Manages Windows, Linux, OSX, Workstations, and Servers.	Able to integrate and manage all flavors of OS's, workstations, and servers.  Kaseya VSA supports Windows OS, OSX and Specific flavors of Linux
Reach Endpoints in DMZ without VPN	Ability to reach endpoints in DMZ that do not use VPN... or remain on VPN long enough to patch  Certainly, Kaseya does not require a VPN connection to communicate or deploy with endpoints.
Inventory	
Software and Hardware Inventory	Asset management with ability to run queries and reports and to track changes (optionally create alerts)  Available, with differencing audits to report changes on systems, including monitoring alerts.
	Hardware inventory must be able to show disk space (total, used) memory, and warranty information  The listed disk space and memory attributes are available. Warranty information requires services from Warranty Master, a nominally priced tool with integration to the VSA
Software Management	Software deployment and removal (manually and by policy/automation)  Software updates/patching (manually and by policy/automation)  Both features are available; in addition Kaseya provides \$0 integration to a customer supplied subscription with the Ninite Pro catalog of over 100 3 <sup>rd</sup> party applications.

	<p>Software Inventory must tell what applications are installed, Identify who is using the software, Version Management, and Disallow software to be installed</p> <p>Available using our audit process, reports will aid in identifying who is using the Software. Ability to block the execution of software and uninstall if detected.</p>
Patch Management	<p>Deploy software upgrades</p> <p>Patch management for OS and 3rd party applications with multiple distribution points for in office and remote endpoints</p> <p>Both are available, and can be deployed in various methods, based on the client's preference. Ninite Pro 3<sup>rd</sup> party application catalog subscription can be acquired for ongoing 3<sup>rd</sup> party software deployments, completely integrated within the VSA for centralized management.</p>

Software deployment	<p>Automates the deployment and updating of software on a scheduled basis across multiple domains and remote computers.</p> <p>Available as noted above, and automated via Policy Management.</p> <p>Use of a software catalog and user defined profiles to enable the deployment and update of software applications of different windows based servers, workstation, and notebooks.</p> <p>Available as noted above, and automated via Policy Management.</p> <p>Supports the creation of custom installers including the use of answer files for unattended installations,</p> <p>The included Kaseya Software Deployment &amp; Update module provides a custom Windows installer for proprietary 3<sup>rd</sup> party applications.</p> <p>Deploys and updates by software title and version on a recurring schedule.</p> <p>Available as noted above, and automated via Policy Management.</p> <p>Uses profiles to deploy and update bundles of software titles by title, to different populations of assigned machines</p> <p>Available as noted above, and automated via Policy Management.</p> <p>Can assign by machine group, organization, or view Available / Included</p> <p>Can uninstall software titles and cancel pending installs and uninstalls.</p> <p>Available / Included</p> <p>Scans machines on a recurring basis for software and version profile compliance.</p> <p>Available / Included</p>
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	Provides alerts via email, text messages, dashboards, status views, reports and logs to monitor software deployment and update activities. Yes, text messages require subscription to services that convert email to txt messages.
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<b>License Management</b>	Manage software licenses and license keys Audits & Inventories Software License keys, fully reportable
<b>PC Management:</b>	Control shutting down and starting PCs from a scheduled script Available via Agent Procedures, included in the VSA Service Delivery Kit.
	Restrict the use of USB Ports, DVD Readers, and thumb drives Available
<b>DELL PC Monitoring:</b>  Any errors or warnings detected are emailed or text to system Administrator	Battery, Controller, electrical, fans, hardware changes, media errors, memory failures, processor errors, temperature, etc. WMI and SNMP monitoring are available in Kaseya, and include many product template and customizations
Must be capable of monitoring machines that do not have an agent installed  Types of checks include web servers, DNS server, port connection, ping, and custom monitoring.	Kaseya Network Monitor is included within the VSA and is designed for monitoring agentless devices. We also offer a secondary SNMP monitoring module.
Ability to run scripted responses to regularly occurring issues (run a disk clean when a disk reaches X% capacity, ability to restart services)	One of the hallmarks of Kaseya VSA is its agent procedure engine, providing unparalleled IT process automation. Hundreds of Agent procedure templates are provided within our included SDK and are shared by community via Kaseya Application Exchange.
<b>Network Monitoring:</b>	Bandwidth utilization, tools, specific network services, Internet up or down Run reports to see Network statistics (top consumers of the bandwidth) Kaseya VSA offers fully integrated Kaseya Network Monitor / KNM for such tasks (fully reportable).
<b>Reports</b>	Provide a list of available Reports Are these reports customizable? Yes, the included SDK includes dozens of report templates, fully customizable. VSA Info Center also provides a custom report writer.

	<p>Is the system capable of running reports on historical data? What are the limitations?</p> <p>Schedule reports to run on a scheduled basis</p> <p>Reports can be run on historical data, as long as the data is not archived, it will be available for reporting. Reports can also be scheduled to run and deliver on a scheduled basis.</p> <p>Report modules include:</p> <p>Executive Summary, Software and Hardware Inventory Reports, Auditing, Monitoring, System Status Reports, Monitoring trends and status, Ticketing / Helpdesk, AV, Patch Management, Software deployment, count and status, and much more. A full list of the reports available will require a different document.</p> <p>Produce a report for each PC that contains all of the hardware and software</p> <p>Each PC starts a new page</p>



<b>Summary</b>	

<p><b>Any differentiators or specific edge over the competition?</b></p>	<p>Most of the features that differentiate Kaseya have been outlined in the above responses. We have also provided a separate Executive Summary PDF that provides greater detail.</p> <p><b>In Summary:</b></p> <ul style="list-style-type: none"> <li>• Web based (no Hidden client connector)</li> <li>• Single role based console, with multiple ways to access the various information and functions</li> <li>• Low bandwidth utilization, small agent footprint</li> <li>• AD integration</li> <li>• <b>Policy Based Management</b></li> <li>• Low false positive rate of alerts, compared to most vendors in the market.</li> <li>• Scalability, SAAS or local server options</li> <li>• Agent and Remote control security.</li> <li>• Logging, Kaseya logs all tech activity and all agent communication and procedures including remote control, this is an excellent way to demonstrate to your clients  what activity is taking place and offer them a piece of mind.</li> <li>• Modular reporting engine that does not require third party reporting tools.</li> <li>• Built in vs custom reports</li> <li>• Scheduled reporting</li> <li>• Dashboards</li> <li>• Extensible repository of scripts, monitor sets, event logs, etc.</li> </ul>
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	<ul style="list-style-type: none"><li>• Included Kaseya Network Monitor / KNM for SNMP devices and the option to scale to our larger standalone solution Traverse.</li><li>• Supports administration from all browsers</li><li>• Multi Tenancy</li><li>• Ease of Deployment &amp; Ease of Administration = Quick Time to Value and Lower Total Cost of Ownership</li><li>• Extensible repository of Agent Procedure / scripting templates, Monitor Sets, Report Sets, Dynamic Views, etc. are included within our SDK</li></ul>
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**Total Cost of the System:**

\$20,970 total, including:

\$18,720 annual subscription for licensing, maintenance and support

Plus one-time cost of \$2,250 for implementation services, training and certification

DS  
RKR

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 3<sup>rd</sup> day of SEPTEMBER 2016:

Kaseya US Sales LLC  
Company Name

R Rasmussen

Signature  
Randy Rasmussen

Print

County of Jefferson, State of Missouri

Kenneth B. Waller

Kenneth B. Waller County Executive

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

16 W 22nd Street, Suite 2R  
\_\_\_\_\_

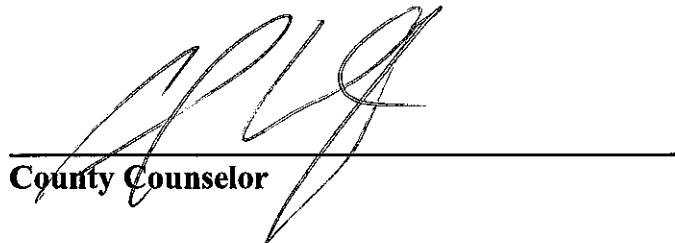
New York, NY 10018  
\_\_\_\_\_

Phone: 415-694-5700

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counselor

## COOPERATIVE BID FORM

**Bid Name: PC Management Products 2016**

**INSTRUCTIONS:** Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### **COOPERATIVE PROCUREMENT CONTRACT**

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes X No \_\_\_\_\_

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ 0.00

BY: \_\_\_\_\_

*Randy L Rasmussen*

FA84BE0934E5407...

**TITLE:** CFO

**COMPANY:** Kaseya US Sales

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

Phone 415-694-5700 E-mail legal@kaseya.com

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

