

BILL NO.: 17-0603

ORDINANCE NO.: 17-

1200

INTRODUCED BY: COUNCIL MEMBER (s) Kentee

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 INVOICE PROCESSING; AND AUTHORIZATION FOR THE**
5 **COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR**
6 **CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

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

11 BID NAME

12 Invoice Processing

13 NUMBER OF BIDS RECEIVED

14 3

15 DATE OF BID OPENING

16 5-2-2017

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

WIN 22 2017

Page 1 of 5

RANDY B. HOLMAN
COUNTY CLERK, JEFFERSON COUNTY, MO

1 represent the best bid for the respective items or services and met the bid or proposal
2 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 Kern International for a term from 06-12-
5 17 to 06-11-18 upon approval by the County Council and County Executive for **up to**
6 **\$38,000.00 per year, plus a one-time set-up fee of \$23,950.00 for a total amount of**
7 **\$61,950.00**, subject to budgetary limitations.

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

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

13 **BID NAME**

14 **Invoice Processing**

15 **TERM**

16 **06-12-17 to 06-11-18**

17 **with one (1) additional renewal option**

18 **Upon approval by the County Council and County Executive**

19 **AMOUNT**

20 **Up to \$38,000.00 per year,**

21 **plus a one-time set-up fee of \$23,950.00**

22 **for a total amount of \$61,950.00**

subject to budgetary limitations

AWARDED BIDDER

Kern International

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

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

14 Section 4. This Ordinance shall be in full force and effect from and after its
15 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
16 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, Charles Groeteke	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Absent</u>

THE ABOVE BILL ON THIS 12th DAY OF June, 2017:

PASSED FAILED


Renee Reuter, County Council Chair


Pat Schlette, Council Administrative Assistant

THIS BILL WAS APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14th DAY OF JUNE, 2017.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS DAY OF , 2017.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman

Randy B. Holman, County Clerk

BY: Katherine E. Moey

Reading Date: 06-12-2017



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

BID #: 17-0034

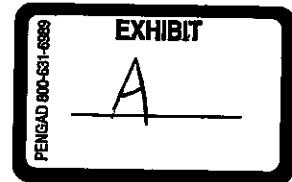
Request for Proposal: INVOICE PROCESSING

Date Issued: 3-30-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 2, 2017, 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 - KERN USA
VENDOR ADDRESS 3940 GANTZ ROAD, SUITE "A", GROVE CITY OH 43123
CONTACT NUMBER - 740-313-8158
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME) INVOICE PROCESSING, Bid# 17-0034

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.

Kern International

Company Name

3940 Gantz Road, Suite A

Authorized Agent (Print)

CHRIS L. COLLIER

Address

Grove City, Ohio, 43123

Signature

Chris L. Collier

Vice President, Director Kern EDGE

City/State/Zip Code

Title

614 317-2600

26-3735472

Telephone #

Date

Tax ID #

Ccollier@kerninc.com

614 782-8257

E-mail

Fax #

TABLE OF CONTENTS:

Legal Notice and Request for Proposal	Page 1
Table of Contents	Page 2
Proposal Requirements	Page 3
Proposal Form and Contract	Page 5
Affidavit	Page 9
Specifications	Page 11

REQUIRED DOCUMENTS

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

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: _____"

A.

DEFINITIONS:

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

B.

PROPOSAL SUBMISSION:

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

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

C.

BASIS OF PROPOSAL AWARD:

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

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

D.

PROPOSAL PREPARATION:

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

E.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

F.

LATE PROPOSALS:

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

G.

BID DEPOSITS/BONDS:

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

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

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

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

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

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

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

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

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

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

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

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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

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

N. PROPOSAL TABULATIONS:

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

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

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

B. TAXES:

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

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

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

D. PRICE:

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

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

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

F. NON-EXCLUSIVE AGREEMENT:

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

H. INSPECTION, ACCEPTANCE AND APPROVALS:

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

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

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

K. CHANGE ORDER:

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

L. DELIVERIES:

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

M. RESPONSIBILITY FOR SUPPLIES:

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

N. SUBCONTRACTS:

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

O. CHOICE OF LAW:

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

P.

TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid.** Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q.

NOTICE AND SERVICE THEREOF:

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

R.

CONTRACT TERM:

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

S.

COMPLIANCE WITH APPLICABLE LAWS:

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

T.

ACTS OF GOD:

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

U.

SELLER'S INVOICES:

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



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 Ohio

X. LITIGATION:

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

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

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

SPECIFICATION
CONTACT

RANDY MULLER – INFORMATION TECHNOLOGY - 636 797 5592

KRISTY APPRILL – DEPUTY AUDITOR – 636 797 5461

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 Rick Stepp (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm Kern USA, 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 Invoice Processing (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 Kern USA, 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 invoice processing to Jefferson Co., MO (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.)

Rick Stepp
Authorized Representative's Signature

Rick Stepp
Printed Name

CEO

Title

4/28/17

Date

Subscribed and sworn to before me this 28 of April, 2017. I am
(DAY) (MONTH, YEAR)

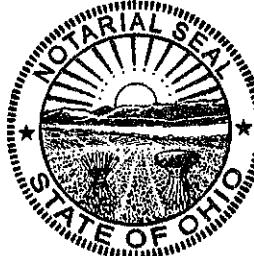
commissioned as a notary public within the County of Franklin, State of
(NAME OF COUNTY)

Ohio, and my commission expires on 8-1-17.
(NAME OF STATE) (DATE)

Elva L. Parfitt
Signature of Notary

4/28/17

Date



Elva L. Parfitt
Notary Public, State of Ohio
My Commission Expires 08-01-2017

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Kern USA, 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.

Rick Stepp
Authorized Business Entity
Representative's Name
(Please Print)

Rick Stepp
Authorized Business Entity
Representative's Signature

Kern USA, LLC
Business Entity Name

4/28/17
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) 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

Invoice Processing Specifications

Specifications	Y/N	Comments
Vendor Specifications:		
The Vendor must provide a “fixed monthly cost” for the SaaS platform with NO limit on “user licenses.”	Yes	The Kern EDGE platform’s standard pricing is a fixed monthly cost for Software as a Service “SaaS”. Unit cost if applicable are not covered in the monthly SaaS cost. There is no limit on User Licenses.
The Vendor must provide a secure, private and dedicated server for Jefferson County.	Yes	All Kern EDGE customers are assigned a private server located in a Tier 4 Server Farm (see Exhibit 1-A)
The Vendor must guarantee that no co-mingling of data with other companies.	Yes	All data is processed in a single instance. There is no comingling of customer data.
The Vendor must have 24-7 customer service	Yes	Kern EDGE offers complete 24x7 customer service, including escalation procedures. (see Exhibit 1-B)
The Vendor must have complete production services. These services must include: Scanning, indexing, data-entry, document storage, PO Box management, email forwarding, eFax forwarding, SFTP access, etc.	Yes	Kern EDGE provides all listed services. In addition, Kern EDGE has both a primary production facility and a secondary back-up production facility. (see Exhibit 1-C)
The Vendor must have only on-site production personnel – no outsourcing of data-entry.	Yes	Kern EDGE will not outsource any services, including data-entry. Jefferson County is invited to audit this requirement on-site at the Kern EDGE production facility.
The Vendor must be able to set-up and manage the Jefferson County PO Box at a location close to the vendor’s production facility.	Yes	Kern EDGE will manage all task for the PO Box processing.
The Vendor must have an assigned Project Manager dedicated to the Jefferson County implementation.	Yes	Kern EDGE will provide both a primary and secondary Project Manager assigned to Jefferson County.
The Vendor must have a primary and secondary contact assigned to Jefferson County.	Yes	Kern EDGE will provide both a primary and secondary contact for Jefferson County.
The Vendor must have project personnel on-site at Jefferson County to determine the system design and implementation.	Yes	Kern EDGE will have multiple project personnel on-site at Jefferson County for design and implementation.

The Vendor must have ability to store hardcopy documents on-site for 90 days or in agreed upon timeframe.	Yes	Kern EDGE will store hardcopy documents on site for up to 7 years.
We add vendors quite often so specify how and when you want the new vendors sent to you.	Yes	Kern EDGE will request a automated daily Vendor List to be sent via a CSV file at a predesignated time.
The Vendor must agree to give all electronic images of documents in an image file to Jefferson County upon their request.	Yes	Kern EDGE will supply Jefferson County in their native TIFF format or PDF upon request.
The Vendor must be SSAE 16 Type II Certified	Yes	Please see Exhibit 1-D.
The vendor must allow for Jefferson County physical visits to both the production facility and the server farm.	Yes	Jefferson County will be invited to tour both the Kern EDGE production facility and the server farm upon request.
General for System:		
The system must be offered in a Software as a Service "SaaS" platform".	Yes	There will be no software or hardware for Jefferson County to have to purchase. Kern EDGE will implement and maintain the Jefferson County Automated Invoice Approval System on a daily basis.
The system must be able to provide scanning from a remote site AND provide production scanning services.	Yes	The KERN EDGE system will be able to upload scanned images directly from Jefferson County or another remote location.
The system must be able to provide indexing from a remote site AND provide production scanning services.	Yes	The Kern EDGE system will include our EDGEport Remote Indexing Platform allowing Jefferson County to be able to index certain invoices/documents at their discretion.
The system must be able to store the image of a purchase order, invoice, and check images.	Yes	Please see Exhibit 1-E.
The system must be able to accept a file of Purchase order and check images that will be stored along with the associated Invoice.	Yes	Kern EDGE will be able to accept any/all image files. Kern EDGE can accept these files in a multitude of ways depending on which method is more flexible for Jefferson County to process. This includes, but is not limited to, email, FTP, etc.
Please specify how you would like to receive the images. Email, FTP, etc.		

The system must allow access to the image documents through a web enabled device.	Yes	The Kern EDGE system is web based.
The system must be able to identify vendors who offer early pay discounts and prioritize those invoices to be paid. A vendor file will be sent that will specify the terms of a vendor. Updates to the vendor file will also need to be sent as new vendors are added.	Yes	Kern EDGE will design the system interface to have a specific invoice "bucket" location where all early pay discount vendor invoices will be identified and uploaded into this bucket accordingly. Kern EDGE will cross reference the Vendor File to identify these invoices. (see Exhibit 1-F)
The system must be able to identify and process the three different types of invoices: 1. Purchase Order Invoices 2. Contracts Invoices 3. Other (Utility type of invoices)	Yes	Kern EDGE will identify all invoice types and process and upload these invoices into the system as per the Jefferson County invoice approval routing specifications.
The system must be able to create line item records that will be sent to Jefferson County Financial system in the format that our Financial System requires.	Yes	The Kern EDGE system will be able to process GL Line Item Distribution. (see Exhibit 1-G)
The system must have the ability to 'time stamp' every in-bound invoice.	Yes	Please see Exhibit 1-H.
The system must provide an automated invoice approval platform automatically routing invoices to the designated approvers.	Yes	Please see sample Accounts Payable Workflow Flowchart, Exhibit 1-I.
The system must have the ability to allow Jefferson County to upload invoices directly into the system from any location.	Yes	The Kern EDGE system will accommodate this requirement.
The system must have the ability to allow Jefferson County personnel to be able to "index invoice header information" remotely if needed.	Yes	The Kern EDGE system will have the EDGEport Remote Indexing Platform for Jefferson County personnel to index invoice header information if needed.
The system must have secure automated invoice archiving platform included in solution.	Yes	Once any/all invoices are processed through the approval function, the invoice image and historical data associated with who/what/when processed the invoice will automatically uploaded into the EDGEDock Archive Platform. (see Exhibit 1-J)
The archive platform must have the ability to import and export Excel spreadsheets.	Yes	The Kern EDGE system will have this ability. (see Exhibit 1-K)



<p>The system must have the ability to add at any time additional data bases requested by Jefferson County such as:</p> <p>W9's</p> <p>Human Resources Employee files</p> <p>General Ledgers</p> <p>Sales Orders</p> <p>Contracts</p> <p>All additional databases must be configured and maintained by vendor and vendor must have the ability to scan and index any/all requested hardcopy documents.</p>	Yes	The Kern EDGE system will have both the ability to add any/all additional databases, as well as provide any/all production and indexing services for the additional databases and will adhere to all the requirements and specifications as listed within this RFP and requested by Jefferson County. (see Exhibit 1-L)
<p>The system must be able to archive electronic documents for 7 years.</p>	Yes	All documents will be stored in the EDGEDock Archive Platform.
Vendor Portal:		
<p>The system must provide the capability of a web portal for vendor to access to see the status of their invoices.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Has the invoice been paid? b. Has the invoice been processed into the system? c. View all invoices processed for a period of time 	Yes	The Kern EDGE system will have this capability. (see Exhibit 1-M)
Security:		
<p>The system must provide different levels of security.</p> <ol style="list-style-type: none"> 1. Invoice editor and approvers 2. Authorized personnel for deleting an invoice 3. Specific invoices can only be viewed by authorized personnel for a department. 4. No department should be able to see other invoices except for their own invoices other than System Administrators and Accounts Payable personnel. 5. Department can be determined by the accounting number in the 	Yes	The Kern EDGE system will be configured with a Managers Console Administrative Module allowing for all listed security levels. (see Exhibit 1-N)

Purchase order.		
The System must have the ability to "encrypt" all images resident on the server.	Yes	See explanation in Exhibit 1-O
Dashboard:		
A dashboard must be available for management to see the aging of outstanding invoices.	Yes	All invoices input into the system will be time stamped when entered and will immediately begin the "invoice aging process". In addition, Kern EDGE can offer an "Escalation" function if requested (see Exhibit 1-P).
Reports: (Not all inclusive)		
An aging report of invoices not paid will be available.	Yes	See Exhibit 1-Q
The system must be capable of providing search criteria on a vendor name, invoice date, purchase order date, check date, or any combination of these. All dates would be a date range selection.	Yes	See Exhibit 1-Q
The system must be able to produce a report on what a vendor has been paid for a date range.	Yes	See Exhibit 1-Q
The system must be able to produce a report that will show the total paid to all vendors for a date range.	Yes	See Exhibit 1-Q
The system must be capable of providing a search on invoice then display the image of that invoice along with an image the Purchase order and check number.	Yes	See Exhibit 1-Q
The system must be able to automatically generate graphical reports pulled from data within the system.	Yes	See Exhibit 1-Q
Invoice Processing:		
Three types of Invoices:		
1. Purchase order related invoice	Yes	
2. Contract	Yes	
3. Other (Utilities)	Yes	
Purchase order related invoices	Yes	

CC

<p>Jefferson County will notify the vendors to start sending all PURCHASE ORDER related invoices to the mail box.</p>	Yes	<p>Kern EDGE production services will manage all in-bound invoices through the assigned PO Box.</p>
<p>There will always be vendor invoices sent to the county and not to the new mail box.</p> <p>Specify how you would want the file sent from the county.</p>	Yes	<p>Jefferson County will have the flexibility to send invoices to the Kern EDGE system via email, scanned directly into server, pick-up at county location, dropped onto an FTP site or UPS directly to Kern EDGE production facility.</p>
<p>If requested, a Purchase Order data file will be sent to the vendor every day as many times as necessary.</p> <p>Specify your preference on the interval :</p> <p>Specify how you want the file sent. Email, FTP, etc.</p> <p>Format of the file will be done once the RFP is awarded.</p>	Yes	<p>Kern EDGE would prefer the Purchase Order Data File be sent via email on a automated nightly basis. If it is determined later that a twice a day file is necessary, Kern EDGE will work with Jefferson County to implement this additional in-bound file.</p>
<p>Three Way Line item matching must be done.</p> <p>Invoice, Purchase order, receipt</p>	Yes	<p>Kern EDGE will provide this capability.</p>
<p>Before an invoice line item can be paid, there must be matching purchase order and receipt line items.</p>	Yes	<p>The Kern EDGE system will be designed to accommodate this requirement.</p>
<p>Usually a purchase order sent to the system before the invoice but not always.</p> <p>There may be times when the system will have the purchase order and invoice but no receipt.</p> <p>The system must be able to handle these types of occurrences.</p>	Yes	<p>The Kern EDGE system will be designed to accommodate this requirement.</p>
<p>If any of the components, Purchase order or receipt, are not in the system, the invoice is saved in an outstanding invoice file until all components arrive.</p> <p>Once all components are in the system, then the invoice is passed on to the line item matching process.</p>	Yes	<p>The Kern EDGE system will be designed to automatically route invoices into an "Exceptions Bucket" and resubmitted once the invoice has all required components.</p>

<p>Line Item Processing: The quantity on the Purchase order, receipt, and the invoice must match or be within in a specified amount.</p>	Yes	The Kern EDGE system will be able to match the purchase order line item quantity with the invoice line item quantity with the receipt line quantity. Any invoice that does not match, will be flagged as an Exception for Review.
<p>The amount on the Purchase Order, receipt, and the invoice at the line item level must match or be within in standard tolerance.</p>	Yes	The Kern EDGE system will be able to match the purchase order line item amount with the invoice line item amount with the receipt line amount. Any invoice that does not match, will be flagged as an Exception for Review.
<p>The Purchase order invoice tolerances will apply to only purchase orders invoices.</p>	Yes	The Kern EDGE system will be designed to accommodate this requirement.
<p>Any invoice line item that cannot be paid that does not fulfill the three match will be put into an error file to be reviewed, corrected then approved for processing by Jefferson County Accounts Payable Department.</p>	Yes	The Kern EDGE system will be designed to automatically route these invoices into an "Exceptions Bucket" allowing for Jefferson County to follow-up on.
<p>Even if the invoice line item does not fall within the tolerances but Accounts Payable approved the invoice to be paid, the system must be able to process the invoice for payment ignoring the business rules for matching.</p>	Yes	The Kern EDGE system will give the ability for designated users types to overwrite an exception and Manually approve an invoice.
<p>An invoice can be deleted from the system if specified by authorized personnel. (Security level issue)</p>	Yes	The Kern EDGE system will give the ability for designated users types to delete individual invoices.
<p>A file will be generated in the format as specified by our Financial System so that we can import the paid invoices into our Accounts Payable System.</p> <p>An alternative to a file could be an API into the financial system.</p> <p>Please specify how your system will work.</p>	Yes	The Kern EDGE system can be adaptable to either an API into the financial system, or can employ web services if preferred.
<p>The System will have to be configured to process shipping charges based on specific business rules.</p>	Yes	The Kern EDGE system can be configured to capture shipping charges and cross reference these charges against the PO file for freight status.
<p>Contract Invoices</p>		
<p>On an agreed to schedule all CONTRACT Invoices will be sent to the vendor.</p>	Yes	The Kern EDGE system will be able to accommodate this requirement.

Specify how you would want the file sent from Jefferson County.	Yes	Email, FTP, direct scan, CSV file are all acceptable formats.
Since it is not possible for the Vendor to determine which invoices are related to a contract, all contract invoices will be sent to Jefferson County to identify which contract they are associated. Please specify how you will need contract number specified on these contracts. Example: Use a batch header page before the group of invoices.	Yes	A batch header page with the contract # specified on it is acceptable for the system. An additional option is to have the contract # written on the in-bound invoice.
Since it is not possible for the vendor to determine which contract a receipt applies, Jefferson county will have to indicate on the receipt the contract number. Please specify how you will need contract number specified on these contracts.	Yes	A batch header page is acceptable. The same process can be applied as listed in the above question.
Since the contract does not have line items listed, the only matching that can be done is to verify that the invoice line item was received. Once this match has taken place, the process goes to the next step. If there is no receipt in the system, the invoice goes into an outstanding invoice file until the receipt is processed.	Yes	The Kern EDGE system will be designed with an Exceptions Bucket to accommodate this requirement.
Next, the system must be able to accumulate dollar amount of the invoices assigned to a contract. The system must check the contract balance before processing a contract invoice. If the line item on the invoice is more than the balance remaining on the contract, the invoice line item and remaining line items will not be processed. The invoice line item and the remaining invoices will go into the invoice error file for Jefferson County Accounts Payable	Yes	The Kern EDGE system can be designed to accommodate these requirements. PLEASE NOTE – Web Services will be required to provide this functionality.

Department to correct.		
Any invoice line item that cannot be paid because it exceeds the balance of the contract will be put into an error file to be reviewed, corrected then approved for processing by Jefferson County Accounts Payable Department.	Yes	The Kern EDGE system will be configured with an Exceptions Bucket and these invoices will be routed accordingly. The processor will have the ability to manually approve the invoice at this time.
Even if the invoice line item has exceeded the contract balance, but Accounts Payable approved the invoice to be paid, the system must be able to process the invoice for payment ignoring the business rules for contract invoices.	Yes	The Kern EDGE system will be configured with an Exception Bucket and these invoices will be routed accordingly. The processor will have the ability to manually approve the invoice at this time.
An invoice can be deleted from the system if specified by authorized personnel. (Security level issue)	Yes	The Kern EDGE system will give the ability for designated users types to delete individual invoices.
A paid invoice file will be generated in the format as specified by our Financial System so that we can import the paid invoices into our Accounts Payable System. An alternative to a file could be an API into the financial system. Please specify how your system will work.	Yes	The Kern EDGE system can be configured with an API or web services to accommodate this functionality.
The System will have to be configured to process shipping charges based on specific business rules.	Yes	The Kern EDGE system will capture shipping charges and cross reference these charges against the PO file for freight status.
Other Invoices:		
On an agreed to schedule all OTHER invoices will be sent to the vendor. Specify how you would want the file sent.	Yes	Email, CSV, FTP or scan directly into the server are all acceptable formats.
Other invoices are classified as being paid on a regular basis. There is no Purchase Order, Contract, or receipt related to these types of invoices. Therefore, there is no three way match for these invoices.	Yes	The Kern EDGE system will be able to automatically send out approvals for non-PO invoices through the Vendor Rules of the system.

They are considered utility type of invoices.		
If the system can identify a utility type of invoice, then the system will process the invoice line items without any further checking.	Yes	
If the system cannot identify a utility type of invoice, The invoices will be batched by Jefferson County and sent to the vendor on a regular schedule. Please specify how you will need these utility type of invoices identified for your system. Example: Use a batch header page before the group of invoices.	Yes	Answer for above question and this question: The Kern EDGE system will cross reference the vendor file to identify the utility type invoices. If the utility type invoices are not identified in the vendor file, a batch process is acceptable with a header page indicating utility type invoices.
The system must be able to identify any significant differences from one month the next based on business rules. If the system does find a significant difference the line item will go into the invoice error file for Jefferson County to correct.	Yes	The Kern EDGE system will be designed to set tolerances and will be able to red flag a significant difference. Jefferson County will need to set these tolerances based on your own historical references. If a significant difference is flagged, the invoice will be routed into the Exceptions Bucket.
Any invoice line item that cannot be paid due to a significant amount difference will be put into an error file to be reviewed, corrected, and approved for processing by Jefferson County Accounts Payable Department.	Yes	Jefferson County processors will be able to conduct required adjustments by reviewing the invoice from the Exceptions Bucket.
Even if the invoice line item has exceeded significant differences, but Accounts Payable approved the invoice to be paid, the system must be able to process the invoice for payment ignoring the business rule.	Yes	Jefferson County processors will have the ability to re-route the invoice within the system for approval.
An invoice can be deleted from the system if specified by authorized personnel. (Security level issue)	Yes	The Kern EDGE system will provide this capability.
An invoice paid file will be generated in the		

format as specified by our Financial System so that we can import the paid invoices into our Accounts Payable System.	Yes	The Kern EDGE system will be able to accommodate either functionality. In the case of a direct Application Program Interface, "API", Kern will implement the EDGEsync module to accomplish this functionality.
An alternative to a file could be an API into the financial system. Please specify how your system will work.		
The System will have to be configured to process shipping charges based on specific business rules.	Yes	The Kern EDGE system will be configured to accomplish this requirement. Jefferson County will need to supply the specific business rules requirements during the "Design Phase"

Please see Menu Pricing List on Next Page

TOTAL COST OF THE INVOICE PROCESSING SYSTEM \$ _____



Invoice Processing Pricing Schedule

EDGEline Automated Invoice Approval Workflow

One Time Set-up - \$9,500.00

Monthly Software as a Service - \$1,350.00

Price Includes: Application Program Interface, EDGEDock Document Retrieval Archival Platform, Approval Rules Configuration, Unlimited User licenses

EDGEport Remote Indexing Platform

One Time Set-up - \$950.00

Monthly Software as a Service - \$500.00

EDGEline Automated Invoice Approval with Web Services

One Time Set-up - \$19,500.00

Monthly Software as a Service - \$1,500.00

Price Includes: EDGEDock Document Retrieval Archival Platform, Approval Rules Configuration, Unlimited User Licenses

Vendor Portal

One Time Set-up - \$3,500.00

Monthly Software as a Service - \$500.00

Unit Cost:

Per Image Manually Scanned - \$.09

Per Image Electronically Uploaded - \$.04

Per Invoice Header Field Indexed - \$.07

Document Preparation & Audit - \$29.50 per hour

Pick-up & Delivery - TBD

Custom Programming (if applicable) - \$275.00 per hour

NOTE - Custom Programming is not applicable during all initial system development, testing, implementation. Hourly charge is applicable only after system acceptance and request is determined to be out of the original "scope of work".

System Deliverable – Kern EDGE will have a “go live” date for testing and acceptance by Jefferson County 45 working days after signed contract date.

BIDDERS INITIALS → CC

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 27th day of April 2017:

KERN, USA
Company Name

County of Jefferson, State of Missouri

Chris C. Courier
Signature
Chris C. Courier
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: 3940 Bantz Road
Suite "A"
Grove City, OH 43123
Phone: (614) 317-2600

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.

Brian D. Bixler
County Auditor

APPROVED AS TO FORM

T. J. Doherty
County Counselor

COOPERATIVE BID FORM

Bid Name: Invoice Processing

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?

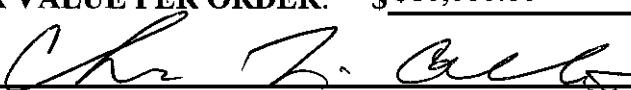
Yes Yes **No**

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: \$ \$10,000.00

BY: 

TITLE: Vice President, Director Kern EDGE

COMPANY: Kern USA

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 614 317-2600 **E-mail** Ccollier@kerninc.com

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