

ORDINANCE NO.: 18-

0247

Bickowski

AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR RENEWAL OF LASERFICHE SOFTWARE ASSURANCE PLAN AND SUPPORT; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

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

BID NAME

Renewal of Laserfiche Software Assurance Plan and Support

NUMBER OF BIDS RECEIVED

3

DATE OF BID OPENING

4-17-2018

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

FILED

MAY 21 2018

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 ImageNet Consulting for a term from date
5 of approval to 04-25-19 upon approval by the County Council and County Executive for
6 **up to \$10,224.00 per year, for total amount not to exceed \$10,224.00 annually**, subject
7 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 Renewal of Laserfiche Software Assurance Plan and Support

15 TERM

16 date of approval to 04-25-19

17 with renewal options

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$10,224.00 per year,**

21 **for total amount not to exceed \$10,224.00 annually,**

22 subject to budgetary limitations

**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>Absent</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 14th DAY OF May, 2018:

✓ PASSED FAILED

Don Bickowski
Don Bickowski, County Council Chair

Pat Schlette
Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 16TH DAY OF MAY, 2018.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2018.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Randy B. Holman

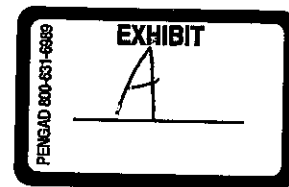
Randy B. Holman, County Clerk

BY: Katherine E. Missey

Reading Date: 05-14-2018



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



BID #: 18-0030

Request for Proposal: **RENEWAL OF LASERFICHE SOFTWARE ASSURANCE PLAN AND SUPPORT** Date Issued: 3-21-2018

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 17, 2017, AT 2:00 P.M. LOCAL TIME.

Specification
Contact:

RALPH KUDRAK
Department of Information Technology
636-797-5592
rkudrak@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:

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)	

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

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.

Vendor
Information:

ImageNet Consulting	Ramsey Oklah
Company Name	Authorized Agent (Print)
913 N Broadway Ave	<i>Ramsey Oklah</i>
Address	Signature
Oklahe City, OK 73102	Lead Solutions Architect
City/State/Zip Code	Title
918.359.8619	4/16/18
Telephone #	Date
ROklah@imagenet.com	Tax ID #
E-mail	Fax #

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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, 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 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. ☒ 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 statutes 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.jeffcommo.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://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.

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 Oklahoma.

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

RALPH KUDRAK – INFORMATION TECHNOLOGY - 636 797 5592

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 Ramsey Oklah (Name of Business Entity Authorized Representative) as Lead Solutions Architect (Position/Title) first being duly sworn on my oath, affirm ImageNet Consulting 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 Lasertech Software Assurance & Services (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 ImageNet Consulting (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 Lasertech Software Assurance & Services (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.)

[Signature]
Authorized Representative's Signature

Ramsey Oklah
Printed Name

Lead Solutions Architect
Title

4/16/18
Date

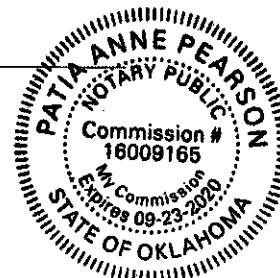
Subscribed and sworn to before me this 16th of April, 2018. I am
(DAY) (MONTH, YEAR)

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

Oklahoma, and my commission expires on 9/23/2020.
(NAME OF STATE) (DATE)

Patia A. Pearson
Signature of Notary

4/16/2018
Date




AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that ImageNet Consulting, 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.

Ramsey Orleah
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

ImageNet Consulting, LLC
Business Entity Name

4-16-18
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).

Request for Proposal

Renewal of Laserfiche Software Assurance Plan and Support

LaserFiche (LF) Service Agreement for

- A. One-year term with option to renew for not more than two years with annual payments and**
- B. Three-year term with option to renew for not more than two years with annual payments.**

Provide fee schedule for each and every year.

Vendor to provide service support for current and future LF services.

Current environment

Current term expires April 24, 2018

LF Quick Fields (qty 5)

LF QF Zone OCR w/Validation (qty 2)

LF QF Real Time Look up w/Validation (qty 1)

LF Avante Named full user (qty 46)

LF Starter Public Portal (qty 1)

Avante MS SQL Server (qty 1)

LF Web Access (qty1)

Provide costs for "year one" additional Full User license initial and support fees.

Cover Letter:

Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP.

Vendor Qualifications – Please answer the following questions, as they relate to your present organization's experience with Laserfiche ECM (LF).

What is your competitive advantage?

Laserfiche experience - Are you an authorized value-added reseller of the Laserfiche product suite? If yes, for how many years?

Number of unique registered LaserFiche installations you support?

Total number of Avante platform LaserFiche full user licenses for which you provide first-level support.

Please provide at least two reference accounts not older than three years.

How many staff members employed by your company are 100% dedicated to LaserFiche?

Do you have a staffed office located within a 50-mile radius of the St Louis, Missouri?

How many staff members are full time implementation and support staff?

How many staff members are dedicated full time to LaserFiche workflow analysis and design?

What are your Service Level Agreement terms and metrics reporting?

Describe your incident escalation procedures?

What are your specific support services and exclusions with service rates

Awarded vendor will provide complete, accurate and timely processing of any and all LF requirements to transfer support from existing provider so there is no break in service support. Unless otherwise agreed to, any service support reinstatement fees due to a break in service support will be borne by the awarded vendor.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 21 day of May 2018:

ImageMet Consulting, LLC
Company Name

County of Jefferson, State of Missouri

[Signature]
Signature
Ramsey Oklah
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: 913 N Broadway Ave
Oklahoma City, OK 73102

Phone: 918.359.8619

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.

[Signature] 5/15/18
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

COOPERATIVE BID FORM

Bid Name: Renewal of LaserFile Software Assurance + support

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.S., 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 _____ 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: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ E-mail _____

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

+ImageNet Consulting

Service Level Agreement

For

Jefferson County

Service Level Agreement – Software Solutions

This Service Level Agreement is made between Jefferson County (“Client”) and ImageNet Consulting, LLC (“ImageNet”) on the Effective Date below.

Services

ImageNet will provide Client with certain Software Solutions services as more fully described in Appendix B to this Agreement under the terms herein.

Hardware/System Support

ImageNet shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

Coverage

Remote Helpdesk and remote technical services will be provided to the Client by ImageNet through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, ImageNet recognized holidays. If customer is greater than 25 miles from an ImageNet office, travel costs will be charged to the client as an extension of the time of the call.

Support and Escalation

ImageNet will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via our ticket entry process by submitting an email ticket to: softwaresupport@imagenetconsulting.com or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking and the client will be notified of its receipt. Our escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Service Disclaimer

Client grants ImageNet authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes ImageNet to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry

Excluded Services

Service rendered under this Agreement does not include:

- ▶ Post-Project on-site software technical services (see fee schedule for pricing)
- ▶ Post-Project training of administrator or end-users after project completion
- ▶ Hardware warranty or maintenance (separate agreement required)

Suitability of Existing Environment

Minimum Standards Required for Services

In order for Client’s existing environment to qualify for ImageNet’s Remote Technical Services, the following requirements must be met:

- ▶ All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Desktop PC’s and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- ▶ All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- ▶ The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- ▶ The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
- ▶ The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.

- ▶ All Wireless data traffic in the environment must be securely encrypted.
- ▶ There must be an outside static IP address assigned to a network device, allowing VPN access.

Chronically Failing Equipment

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for system support can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, Client agrees to work constructively and positively with ImageNet to replace the equipment to ensure optimum system performance.

Term of Agreement

This Agreement is effective upon the date signed, shall remain in force for one year ("Initial Term"). Any adjustments or modifications to the terms herein must be made in writing as an amendment to this Agreement and must be signed by Client and ImageNet.

- ▶ This Agreement automatically renews for subsequent annual terms beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.
- ▶ This Agreement may be terminated by either party if the other Party:
 - ▽ Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice; or
 - ▽ Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- ▶ If either party terminates this Agreement, ImageNet will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ImageNet the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- ▶ Client agrees to allow ImageNet to assign, delegate, and subcontract services to third party competent contractors approved by ImageNet.

Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ImageNet for the state of use.

Limitation of Liability

In no event shall ImageNet be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ImageNet or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement

Confidentiality

ImageNet and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use.

Miscellaneous

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri. Jurisdiction and venue shall exclusively lie in the County of Jefferson, City of Hillsboro. It constitutes the entire Agreement between Client and ImageNet for services listed in "Appendix B". This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, ImageNet shall be entitled to reasonable costs, excluding attorney fees, in addition to any other relief to which it may be entitled.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Service Level Agreement

ImageNet is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Fees and Payment Schedule

- ▶ Fees will be \$10,224 per year plus applicable taxes, invoiced to Client on an annual basis, and will become due and payable on the first day of the renewal month. Services will be suspended if payment is not received within 10 days following the date due. Refer to Appendix B for ImageNet Services covered by the annual fee under the terms of this Agreement. Any additions to the current system at any future time will be added to the annual fee.
- ▶ It is understood that all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.
- ▶ ImageNet Consulting, LLC reserve the right to increase contract rates annually, not to exceed 10% of the previous contract year fees and payments.

Accepted by:

Kenneth B. Waller

Authorized Signature

Jefferson County

Date

Authorized Signature

ImageNet Consulting

Date

Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours) *	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support provided by ImageNet
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. Support provided by ImageNet & Vendor
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 rd Party (Vendor) Support Engineers to resolve the most complex issues.

Service Request Escalation Procedure

- ▶ Support Request is Received
- ▶ Trouble Ticket is Created
- ▶ Issue is Identified and documented in Help Desk system
- ▶ Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

- ▶ Level 1 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

- ▶ Issue is escalated to Tier 2 Support
- ▶ Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

- ▶ Level 2 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

- ▶ Issue is escalated to Tier 3 Support
- ▶ Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- ▶ Level 3 Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

- ▶ Issue is escalated to Onsite Support
- ▶ Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- ▶ Onsite Resolution - issue is worked to successful resolution
- ▶ Quality Control –Issue is verified to be resolved
- ▶ Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

Appendix B

Software (Software Upgrades, Remote Technical Support All Tiers)

Basic Laserfiche Software Assurance Plan (LSAP B Annual) * \$10,224.00

**Laserfiche Software Assurance Plans Include Certified Product Professional Classes as defined.*

Service Rates

Labor	Rate
Remote Help Desk 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Software Access/Fix 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Administrator Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Remote Scanner Assistance 8am-5pm M-F (30 minutes per ticket)	INCLUDED
Tier 2 Software Manufacturer Support	INCLUDED
Remote Help Desk (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr
Remote Software Access/Technical/Fix (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr
Remote Administrator Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr
Remote Capture Assistance (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$135/hr
Remote Workflow/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$195/hr
Remote Migration/Issues (after 30 minutes billed in 15 min. increments) 8:00 am-5pm M-F	\$195/hr
On site Technical/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$165/hr
Onsite Workflow and Migration/Issues Labor 8:00 am – 5:00 pm (1 hour minimum)	\$225/hr
Onsite Labor All Other Times (1-Hr Minimum)	\$ Time and a half/hr

Hardware

Servers, scanners and other hardware are covered under warranty or separate maintenance agreement.