

Request for Legislative Action

Res. #20936
Sponsor: Tony Miller
Date: April 25, 2022

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20936
Sponsor(s):	Tony Miller	Legislature Meeting Date:	4/25/2022

Introduction

Action Items: ['Award']

Project/Title:

Awarding a contract for the purchase of a Bookeye Color Scanner for the Recorder of Deeds to Image Access of Boca Raton, FL in the amount of \$33,316 under the terms and conditions of Request for Proposal No. 21-22

Request Summary

The Recorder of Deeds needs to replace their aging Scanner that is beyond reasonable repair. The Purchasing Department issued Request for Proposal No. 21-22 to meet those requirements. Out of 139 notifications distributed, 5 responses (1 of which was a "No Bid") were received; please see the attached Submission Report and the Bid List for the respondents and pricing. Pursuant to Section 1054.6 of the Jackson County Code, the Recorder of Deeds and the Purchasing Department recommend award to Image Access of Boca Raton, Florida as the lowest and best bid received.

Contact Information

Department:	Recorder of Deeds	Submitted Date:	4/8/2022
Name:	Amber Anderson	Email:	AAnderson@jacksongov.org
Title:	Recorder of Deeds Supervisor	Phone:	816-881-4482

Budget Information

Amount authorized by this legislation this fiscal year:	\$33,316		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$33,316		
Is it transferring fund?	No		
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
042 (Recorder's Technology Fund)	1801 (Records)	58172 (Printers & Scanners)	\$33,316

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Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. 	

Request for Legislative Action

History

Amber Anderson at 4/8/2022 12:13:58 PM - [Submitted |]
Department Director: Diana M. Smith at 4/19/2022 2:29:17 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 4/19/2022 3:04:18 PM - [Approved |]
Compliance: Katie M. Bartle at 4/19/2022 4:28:01 PM - [Approved |]
Finance (Budget): Mark Lang at 4/19/2022 4:42:56 PM - [Approved |]
Executive: Sylvya Stevenson at 4/19/2022 7:29:59 PM - [Approved |] Legal: Elizabeth Freeland at
4/21/2022 10:36:40 AM - Approved.



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Image Access, Inc.	Mar 22, 2022 8:36 AM CDT	Elaine Wotton	elaine.wotton@imageaccess.com	MTK4Njc3
Analogue Imaging LLC	Mar 26, 2022 12:28 PM CDT	Jill Baldwin	jbaldwin@analogueimaging.com	MTK5Njg0
The Crowley Company	Mar 28, 2022 10:49 AM CDT	Matt McCabe	bids@thecrowleycompany.com	MTK5NZK3
Universal Adaptive Consulting Services	Mar 29, 2022 10:39 AM CDT	Kim Talbert	sales@uacsi.com	MjAwMDcx
Mvation Worldwide Inc	Mar 29, 2022 11:50 AM CDT	Barry Weinstein	biddesk@mvation.com	MjAwMTEY

#	Locked	Items	Selected	Lowest	Quantity	Rec	Analogue Imaging LLC		Image Access, Inc.		Mvation Worldwide Inc		The Crowley Company		Adaptive Consulting	
							UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
No Basket (5)																
#0-1	FALSE	Bookeye 4	\$ 0	\$ 31,005.0	1	1	\$ 34,850.0	\$ 34,850.0	No Bid	No Bid	\$ 44,555.6	\$ 44,555.66	\$ 31,005.0	\$ 31,005.0	No Bid	No Bid
#0-2	FALSE	Shipping &	\$ 0	\$ 0	1	1	\$ 700	\$ 700	\$ 0	\$ 0	No Bid	No Bid	\$ 1,300.0	\$ 1,300.0	No Bid	No Bid
#0-3	FALSE	1 year of m	\$ 0	\$ 3,135.0	1	1	\$ 3,400.0	\$ 3,400.0	\$ 4,547.0	\$ 4,547.0	\$ 3,421.2	\$ 3,421.2	\$ 3,135.0	\$ 3,135.0	No Bid	No Bid
#0-4	FALSE	Onsite deli	\$ 0	\$ 2,000.0	1	1	\$ 2,000.0	\$ 2,000.0	\$ 2,200.0	\$ 2,200.0	\$ 2,023.2	\$ 2,023.2	\$ 2,900.0	\$ 2,900.0	No Bid	No Bid
#0-5	FALSE	Alternate B	\$ 0	\$ 26,569.0	1	1	No Bid	No Bid	\$ 26,569.0	\$ 26,569.0	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
							Total Cost	\$ 40,950.0	Total Cost	\$ 33,316.0	Total Cost	\$ 50,000.06	Total Cost	\$ 38,340.0	Total Cost	\$ 0
							Selected #	0	Selected #	0	Selected #	0	Selected #	0	Selected #	0
							Selected (\$)	\$ 0	Selected (\$)	\$ 0	Selected (\$)	\$ 0	Selected (\$)	\$ 0	Selected (\$)	\$ 0

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 211 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

Elaine Wotton
Signature of Respondent

3/18/22
Date

Image Access, Inc
Company Name

542 NW 77TH Street
Address

Boca Raton, Florida 33487
City, State, and Zip

561-886-2933
Phone

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

PATRICIA GOODSPEED of the city of BOCA RATON
County of PALM BEACH State of FLORIDA being duly sworn on her or his oath, deposes and says;

1. That I am the VP OPERATIONS (Title of Affiant) of IMAGE ACCESS, INC. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2021, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

IMAGE ACCESS, INC. (Name of Bidder)
By: [Signature] (Signature of Affiant)
VP OPERATIONS (Title of Affiant)

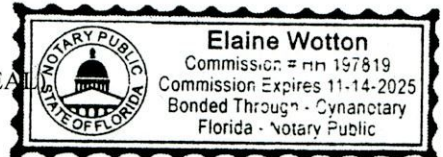
Subscribed and sworn to before me this 18th day of March, 20 22

Elaine Wotton

NOTARY PUBLIC in and for the County of Palm Beach (SEAL)

State of Florida

My Commission Expires: 11/14/25



1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the purchase of One (1) Bookeye Scanner
- 1.2 The terms of this contract will be a one-time purchase.
- 1.3 Jackson County reserves the right to waive any defect in the offer of any bidder and to reject any and all offers.
- 1.4 Jackson County, Missouri reserves the right to request clarifications on any bid.

2.0 AWARD REQUIREMENTS

- 2.1 **INSURANCE AND IDEMNIFICATION:** The Successful Bidder shall indemnify, defend, and save harmless the County against all damages to person and property which may arise out of the work included in the performance of this contract, including all claims for personal injuries and property damage and all losses, costs, and attorney's fees or judgments which may arise out of any claims against the County. The Successful Bidder shall purchase and maintain as a minimum such insurance as described in Exhibit A of this Invitation to Bid. Successful Bidder shall file with the County such a Certificate of Insurance as described in Exhibit A and within the time frame specified in Exhibit A.
- 2.2 **W-9 FORM:** The Successful Bidder must provide a complete IRS W-9 Form for this contract.

3.0 SPECIFICATIONS

- 3.1 Bookeye 4 V1A Color 600 dpi Scanner, Neck, Monitor and Foot Pedal
 - 3.1.1 25"X33.5" (635 x 850 mm) scan bed (8% > than DIN A1)
 - 3.1.2 Maximum book thickness 200mm
 - 3.1.3 High-res. CCD image sensors.
 - 3.1.4 Auto Focus 150mm
 - 3.1.5 Dynamic focusing with exclusive center of lens light path
 - 3.1.6 100 – 600 DPI resolution
 - 3.1.7 36/24-bit Color with ICC Color Profiling Test Targets
 - 3.1.8 12/8-bit grayscale, bitonal, enhanced half tone
 - 3.1.9 Two motorized light bars with high illumination LED lighting • Soft non-metallic surface for delicate original materials
 - 3.1.10 Integrated motor-driven book cradle with 4" vertical motion • Interface: Scan2Net - 1000-megabit TPC/IP
 - 3.1.11 1400 book and flat mode with glass plate and foot pedal
 - 3.1.12 Laser Check book curve correction, content location, deskew, page splitting, rotation, despeskle
 - 3.1.13 Formats:
 - 3.1.13.1 TIFF uncompressed
 - 3.1.13.2 TIFF G4
 - 3.1.13.3 TIFF Multipage
 - 3.1.13.4 JPG
 - 3.1.13.5 JP2
 - 3.1.13.6 PDF
 - 3.1.13.7 PDF/A
 - 3.1.13.8 PDF Searchable (ABBYY OCR)
 - 3.1.13.9 BMP

- 3.1.13.10 PNM
- 3.1.13.11 PNG
- 3.1.13.12 PCX
- 3.1.13.13 JBG

- 3.1.14 2.1 sec/300 DPI A1 Color scan speed (4.1 sec/600 DPI A1)
 - 3.1.14.1 No infrared or ultraviolet emissions

- 3.1.15 Interface Scan2Net® 1 Gbit Fast Ethernet TCP/IP

- 3.1.16 Dimensions: 43.3 x 34.6 x 33.7 inches; Weight: 170 lbs.

- 3.1.17 Telescopic rail system with 2-D adjustment of book cradles

- 3.2 Shipping & handling, and remote support (via WebEx)

- 3.3 1 year of maintenance

- 3.4 Onsite delivery and training.

- 3.5 An alternate bid of a used or floor model device may be substituted or included in addition to the above bid.

4.0 REQUIRED SUBMITTALS AND SUBMISSION CRITERIA

- 4.1 The following information **MUST BE** submitted with your response to this Invitation to Bid:

- 4.1.1 Contractor's Signature Portion
- 4.1.2 Affidavit
- 4.1.3 Certificate of Compliance
- 4.1.4 Acknowledgement of Receipt of Addenda
- 4.1.5 Pricing Sheet
- 4.1.6 Exhibit F, Bidder's Exceptions

- 4.2 Submission of Bids: Bids must be submitted online through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Submissions by any other method will not be accepted.

5.0 EVALUATION PROCESS

- 5.1 All bids received that are responsive to the General Conditions, Specifications, and other provisions of this Invitation to Bid will be evaluated.

- 5.2 An Evaluation Committee, made up of Jackson County personnel, will evaluate all responses and make recommendations. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Invitation to Bid and its decision shall be final.

6.0 QUESTIONS

- 6.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q&A on the Invitation to Bid. All questions must be received on the Bonfire Portal by 5:00pm CDT/CST on March 18, 2022.
- 6.2 All questions will be answered via Addenda/Amendment to the Invitation to Bid on the Bonfire Portal.
- 6.3 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents **MAY NOT** contact any other County employees regarding the matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for **REJECTION** of the Respondent's submission.
- 6.4 System Support for Bidders/Respondents: Click on "Technical Support" in the Procurement Portal.

7.0 POST AWARD INFORMATION

7.1 Award information, when available, will be publicly posted in the Bonfire Portal.

8.0 QUOTATION

No.	Description	Quantity	Unit Quote	Total Quote
1.	Bookeye 4 V1A Color 600 dpi Scanner, Neck, Monitor and Foot Pedal	1	\$	\$
2.	Shipping & handling, and remote support (via WebEx)		\$ 0	\$ 0
3.	1 year of maintenance		\$ 4,547	\$ 4,547
4.	Onsite delivery and training.		\$ 2,200	\$ 2,200
5.	Alternate Bid (Used or Floor Model)	1	\$ 26,569	\$ 26,569

Company:	Image Access, Inc
Name:	Elaine Wotton
Title:	Digitization Specialist
Signature:	Elaine Wotton
Phone Number:	561-886-2933
Email:	Elaine.Wotton@ImageAccess.com



GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Bidders shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Bidders shall furnish information required by the bid in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted on-line through the Bonfire Portal at <https://jacksoncounty.bonfire.com>. Submissions by any other method will not be accepted.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider **minor** exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications, Forms or General Conditions:** Any information relative to the interpretation of Specifications, Forms or General Conditions shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the bid. All Questions must be received on the Bonfire Portal by 5:00 PM CST/CDT on March 18th, 2022. Questions will be answered via Addenda/Amendments to the Invitation to Bid on the Bonfire Portal. Oral answers will not be binding on the County.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one price on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE Bid ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the bidder affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

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9. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:



a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so, requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

32. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.

Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Image Access, Inc
543 NW 77TH STREET
BOCA RATON, FL 33487
2022 Certificate: 20220303VC898

Issued: 2022-03-03
Expires: 2022-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsgov.org