REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Ord No.: 19524

Date:

Sponsor(s): Dennis Waits July 10, 2017

SUBJECT	Action Requested							
	Resolution							
	Ordinance							
	Project/Title: Transferring \$28,846.00 within Information	on Technology's budget and a	thorizing the numbers					
	Annual Software Maintenance Agreements for use by \	Various County Departments from	unorizing the purchase of					
	herein as a Sole Source Purchase at a total cost to the C	ounty of \$22,100,21	in the vendors listed					
	Establication and a sorte source I therefore at a total cost to the C	Junty 01 \$33,190.31.						
BUDGET								
INFORMATION	Amount authorized by this legislation this fiscal year:	T.	#22 101 T					
To be completed	Amount previously authorized this fiscal year:	——————————————————————————————————————	\$33,191					
By Requesting	Total amount authorized after this legislative action:		000 101					
Department and	Amount budgeted for this item * (including transfers):		\$33,191					
Finance	Source of funding (come of funding transfers):		\$33,191					
	Source of funding (name of fund) and account code nu	mber:						
	Transfer From: 001-1305-55010 General, IT, Regular	Salaries	\$28,846					
	Transfer To: 001-1305-56662 General, IT, Softwar	e Maintenance	\$28,846					
	T 11 A							
	Funding Summary:							
	001-1305-56662 General, IT, Software Maintenance		\$33,191					
	* If account includes additional funds for other expenses, total budget	ed in the account is: \$						
	OTHER FINANCIAL INFORMATION:							
	OTHER FINANCIAL INFORMATION:							
	No hudget immed (- a fine land)							
	No budget impact (no fiscal note required)							
	Term and Supply Contract (funds approved in the a	inual budget); estimated value	and use of contract:					
	Domardon anti Variano Dana d							
	(See attachment)	stimated Use:	Department: Various Departments Estimated Use:					
	(See attachment)							
	(See attachment)							
	Prior Year Budget (if applicable):							
PRIOR	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):							
	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date):							
LEGISLATION	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):							
LEGISLATION CONTACT	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date):							
PRIOR LEGISLATION CONTACT INFORMATION	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date):	tior Buyer, 881-3265						
LEGISLATION CONTACT INFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Ser							
LEGISLATION CONTACT INFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance Agreements for Variance Agreements	ous County Departments are ex	piring and need to be					
LEGISLATION CONTACT	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance applications support critical departments.	ous County Departments are ex	aminer's Office, Human					
LEGISLATION CONTACT INFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance applications support critical departments Resources, Information Technology, and the IT Service	ous County Departments are ex il functions for the Medical Exa Center. The Annual Software M	aminer's Office, Human faintenance Agreements					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and the support of the supp	ous County Departments are ex il functions for the Medical Exa Center. The Annual Software M	aminer's Office, Human faintenance Agreements					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance applications support critical departments Resources, Information Technology, and the IT Service	ous County Departments are ex il functions for the Medical Exa Center. The Annual Software M	aminer's Office, Human faintenance Agreements					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and developer.	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical Exact the Annual Software Medical Exact the Country of the Provided Inc.	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code,	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Ser The Annual Software Maintenance Agreements for Vari renewed. These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance at developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code,	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements if \$33,190.31 as a Sole Source.	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Ser The Annual Software Maintenance Agreements for Vari renewed. These applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance at developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance applications support critical departments Resources, Information Technology, and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements \$33,190.31 as a Sole Source. Below are the list of vendors to be used:	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements (\$33,190.31 as a Sole Source.) Below are the list of vendors to be used: Vendor Name and Location	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical updates can only be provided the Director of Finance and Pu	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements (\$33,190.31 as a Sole Source.) Below are the list of vendors to be used: Vendor Name and Location iCRco, Goleta, Georgia	ous County Departments are exal functions for the Medical Exa Center. The Annual Software Medical exact updates can only be provided the Director of Finance and Putor use by Various County Department	miner's Office, Human faintenance Agreements I by the software					
LEGISLATION CONTACT NFORMATION REQUEST	Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable): Prior ordinances and (date): Prior resolutions and (date): RLA drafted by (name, title, & phone): Kyle Brack, Sent The Annual Software Maintenance Agreements for Variance and the IT Service are considered a Sole Source because the maintenance and developer. Pursuant to Section 1030.1 of the Jackson County Code, purchase of Annual Software Maintenance Agreements (\$33,190.31 as a Sole Source.) Below are the list of vendors to be used: Vendor Name and Location	ous County Departments are exal functions for the Medical Exactenter. The Annual Software Medical exacted updates can only be provided the Director of Finance and Putor use by Various County Department.	miner's Office, Human faintenance Agreements I by the software					

	Computrust, Morgan Hill, California	\$1,334.00	
	Solarwinds, Austin, Texas	\$6,555.00	
	Software House International, Somerset, New Jersey	\$13,181.00	
	Total	\$33,190.31	
	The Information Technology Department also requests t	he transfer of \$28,846 within the	neir budget as follows:
		FROM:	то:
	001-1305-55010 General, IT, Regular Salaries	\$28,846	
	001-1305-56662 General, IT, Software Maintenance		\$28,846
CLEARANCE			
	☐ Tax Clearance Completed (Purchasing & Department		
	Business License Verified (Purchasing & Departme	nt)	
	Chapter 6 Compliance - Affirmative Action/Prevail	ng Wage (County Auditor's O	ffice)
ATTACHMENTS	Memorandum from Information Technology and invoice vendor.	es for the Annual Software Mai	ntenance from each
REVIEW	Department Director:		Date: 6/29/2017
	Finance (Budget Approval):		Date: / / 0 /-
	If applicable Office		6/29/17
	Division Manager:	50	Date: 7/3/2017
	County Counselor's Office:	38	Date:

This expenditure was included in the annual budget. Funds for this were encumbered from the Fund in X 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 in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized. Funds sufficient for this expenditure will be/were appropriated by Ordinance # Funds sufficient for this appropriation are available from the source indicated below. Account Number: Account Title: Amount Not to Exceed: This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Information (to be verified by Budget Office in Finance Department)

Fiscal Note: Jackson County, Missouri

Funds sufficient for this transfer are available from the sources indicated below.

Date:	June 29, 2017			RES <u># 19524</u>
	ment / Division	Character/Description	From	То
General Fur				
1305 - Information Technology		55010 - Regular Salaries	\$ 28,846	\$ -
1305 - Inform	nation Technology	56662 - Software Maintenance	: <u>*-</u>	28,846
			\$ 28,846	\$ 28,846
Date:		Fiscal Note: ture was included in the Annual Budge	et. RES#	
Departn	ment / Division	Character/Description		Not to Exceed
General Fun	nd - 001	·		·
	nation Technology	56662 - Software Maintenance		\$ 33,191
<u> </u>	s:	-		
	*			
				-
1	1			\$ 33,191



Department of INFORMATION TECHNOLOGY

Jackson County, Missouri – 415 E. 12th Street, Room G-8, Kansas City, MO 64106 816-881-3151-Phone 816-881-3949-Fax

MEMORANDUM

TO: KYLE BRACK, SENIOR BUYER

FROM: MICHAEL ERICKSON, DIRECTOR OF IT AND GIS

DATE: JUNE 19, 2017

SUBJECT: RLA FOR SOFTWARE MAINTENANCE.

Please prepare an RLA to approve the purchase and the transfer of funds to pay for the remaining 2017 software maintenance. The software maintenance is used each year for updates and any assistance needed in maintaining the applications used by Jackson County. The amounts, applications, vendors and requesting departments are:

\$ 3,050.00 CLARITY (ICRCO) MEDICAL EXAMINER

\$ 3,207.60 Newton (Newton Software, Inc.) Human Resources

\$ 5,862.71 ADOBE CREATIVE CLOUD *(WWT) IT

\$ 1,334.00 UniVerse (Computrust Software Corp.) Medical Examiner

\$ 6,555.00 WEB HELP DESK (SOLARWINDS) IT SERVICE CENTER

\$13,181.00 BitDefender *(Software House International) IT Anti-virus

*=TERM & SUPPLY VENDORS

TOTAL = \$33,190.31

CURRENTLY:

001/1305/6662 = \$4,345.00

TRANSFER FROM:

TRANSFER TO:

001/1305/5010 \$28,846.00

001/1305/6662 \$28,846.00

FUNDING:

001/1305/56662 \$33,191.00



26 Coromar Drive, Goleta, CA 93117

Phone: (310) 921-9559 Fax: (805) 685-1308

PROFORMA INVOICE

** Please reference Quote Number QT-18457/2 on all payments and deposits.**

Invoice ID Exp. Date

QT-18457/2 6/30/2017

Ship Date

Date

4/30/2016

Payment Terms

Credit Card

		. 47		redic edita	
	Bill To		Sh	ір То	
Jackson County Medical Kandi Brooke 660 E. 24th St. Kansas City, MO 64101 USA	Examiner	660 E. 24th St Kansas City, M USA			
Contact	PO Number	Ship Via		Sales	person
Kandi Brooke				Jason	Genaro
SPECIAL INSTRUCTIONS					
1091-2631 3066-3187					
Item Code	Description	on	Qty	Unit Price	Ext. Price
800-0410-03	Unlimited Email/Phone Support (1 Year)	1		
SUBTOTAL:					\$1,050.00
800-0433-02	Clarity Enterprise 8TB and under Contract	- 1 Year Support	1		
SUBTOTAL:	·		1		\$2,000.00
			Sub-Tot	al	\$3,050.00
			Total		\$3,050.00

Additional terms:

Signature

STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale are applicable to all quotations and all sales (and leases) of products by iCRco, Inc. ("iCRco"):

THIS CONFIRMATION CONTAINS CONTRACTUAL TERMS. REVIEW IT CAREFULLY BEFORE SIGNING. YOU WILL BE BOUND BY ITS TERMS.

Name

- 1. Orders, Quotations and Terms of Agreement. This Standard Terms and Conditions of sale are made part of the purchase order or other written agreement (the "Order") between the party specified in the Order, including any further end user or party responsible for payment thereunder (individually or collectively, "Buyer") and iCRco, inc. ("iCRco") for Buyer's purchase of products ("Products") from iCRco. The Order, including these Terms and Conditions are sometimes referred to herein as this Agreement. Any quotation or other proposal for an Order is solely valid for the length of time specified therein or one week, whichever is longer. Acceptance of any Product shall be subject and expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in Buyer's Order, acceptance or any response or communication related thereto, by any party, shall be of no effect nor in any circumstance binding upon iCRco, unless iCRco specifically agrees to such provision in a written instrument signed by an officer of iCRco. iCRco's quotation and/or acceptance of any Order by Buyer is expressly conditioned on Buyer's agreement to these Standard Terms and Conditions of Sale.
- 2. Acceptance of Orders by iCRco. All Orders are subject to acceptance by iCRco either in writing or by shipping Products. iCRco may reject or accept any Order in whole or in part and iCRco's shipment of less than all Products ordered will constitute acceptance only as to those Products



26 Coromar Drive, Goleta, CA 93117

Phone: (310) 921-9559 Fax: (805) 685-1308

PROFORMA INVOICE

** Please reference Quote Number QT-18457/2 on all payments and deposits.**

Invoice ID Exp. Date

QT-18457/2 6/30/2017

Ship Date

4/30/2016

Payment Terms

Credit Card

shipped.

- 3. Delivery Title Risk of Loss. iCRco will use commercially reasonable efforts to meet requested delivery dates specified in the Order consistent with its current timeframes, but will not be liable for any failure to meet such dates or injury therefrom. Buyer shall be responsible for all freight, transportation and other shipping costs. Risk of damage or loss to any Product shall pass to Buyer upon the of earlier of (i) delivery to common carrier; broker or Buyer's broker representative; (ii) delivery to any port of entry, or (iii) delivery of the Product to Buyer, Buyer's representative or to Buyer's designated delivery dock.
- 4. Prices and Taxes. All prices, including those quoted, are subject to adjustment to iCRco's prices and terms in effect at the time of shipment. All prices are in U.S. dollars, FOB point of shipment, and do not include any sales, use or other taxes. Buyer will pay or reimburse iCRco for all shipping costs, taxes and other amounts payable to governmental authorities in connection with the applicable transactions, or will provide iCRco with an exemption certificate satisfactory to iCRco.
- 5. Payment. Buyer agrees to pay the amount set forth on iCRco's invoice or Order in United States dollars within the date set forth on the Order. Any amount not paid by the due dates set forth on the Order will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Buyer's breach or default for late payment or other default. Buyer further agrees to reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by iCRco to collect any amount not paid when due. iCRco may accept any payment in any amount without prejudice to iCRco's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any payment, accompanying any payment or elsewhere will be construed as an accord or satisfaction. Buyer grants a security interest in the Products and all proceeds thereof until all payments due have been received by iCRco and hereby authorizes iCRco to file appropriate UCC and other security interest documents in order to perfect such security interest.
- 6. Product Requirements. Buyer agrees that all Products provided hereunder shall be installed and maintained in accordance with iCRco's Minimum System and Support Requirements as set forth on its website at www.icrco.com/termsand conditions, and as may be amended from time to time, and that failure to install and maintain any such Product in accordance with such requirements shall void any warranty obligation of iCRco.
- 7. Limited Warranty, Disclaimers and Sole Remedy. iCRco warrants that each Product, including iCRco software, will be free from defects in materials and workmanship and will operate in material respects in accordance with applicable specifications and manuals provided by iCRco. iCRco makes no other warranties, except warranty of title and no other warranties are implied. Unless expressly stated otherwise in this Agreement or a written distribution agreement between iCRco and the Buyer, this limited warranty will be in effect for one (1) year from the date of shipment of the Product from iCRco (each, a "Warranty Period"). The Warranty Period for phosphor imaging plates is thirty-six (36) months from the date of shipment from iCRco (each, a "Warranty Period"). The Warranty Period for phosphor imaging plates is thirty-six (36) months from the date of shipment from iCRco These warranties do not include physical damage such as scratches, gouges, injury from impact, abuse, or improper handling or installation, modifications, unauthorized service, or unauthorized use with third party equipment or software, each of which shall invalidate any such warranty otherwise available hereunder. ICRCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCTS OR SERVICES, AND SUCH WARRANTIES, CONSTITUE THE SOLE AND EXCLUSIVE LIABILITY OF ICRCO IN CONNECTION WITH ANY PRODUCT PROVIDED BY ICRCO AND ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS, IMPLIED, OR ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE (ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OF ICRCO; AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR INFRINGEMENT. ICRCo neither assumes nor authorizes any person to assume for
- 8. Warranty Product Service Returns. If Buyer gives iCRco written notice during the Warranty Period of any Product's failure to comply with this warranty, iCRco will use commercially reasonable efforts to correct the noncompliance by: (i) repairing or modifying the non-complying Product; (ii) providing Buyer with a replacement Product; or (iii) refunding the price paid by Buyer to iCRco for the Product, each at iCRco's sole discretion. In the event of a refund, the price paid will be amortized over a period of five years from the date of delivery and the amount of the refund will be equal to the unamortized portion of the price paid. This warranty will not apply to any Product that: (i) has not been operated and maintained in accordance with applicable instructions and manuals, (ii) has been installed, serviced or altered by unauthorized personnel, or (iii) has been misused, abused, damaged or subjected to operation for which it was not intended or in conjunction with equipment which it has not been approved.
- 9. No Liability For Third Party Software; Data, Password, Internet Access. The introduction of unauthorized software, data, administrative access, or unauthorized internet access or use, including any data, file, administration, virus or malware, to any process or processor provided with the Products without the express written permission from iCRco is not approved, recommended, nor authorized and shall invalidate any warranty and any service contracts for the Products.
- 10. Excused Performance. iCRco will not be responsible for or be considered to be in breach of this Agreement on account of any cause beyond it's reasonable control or not occasioned by iCRco's direct fault or material negligence (including, but not limited to, iCRco's inability to procure parts, equipment or services).
- 11. LIMITATIONS OF LIABILITY. ICRCO'S TOTAL LIABILITY, WHETHER ARISING UNDER CONTRACT, WARRANTY TORT STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER TO ICRCO FOR THE PRODUCT GIVING RISE TO SUCH CLAIM. FURTHER, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT OR SERVICES FURNISHED UNDER THIS AGREEMENT.
- 12. Intellectual Property Rights. The Products involve valuable patent, copyright, trademark, trade secret and other intellectual property rights of iCRco. iCRco reserves all such rights. No title to or ownership of any intellectual property rights related to any Product is transferred to Buyer pursuant to this Agreement. Buyer agrees to not attempt to reverse engineer any Product or component thereof or to otherwise misappropriate, circumvent or violate any of iCRco's intellectual property rights.
- 13. Product Transfers. Buyer will not, without the prior written consent of iCRco, ship or otherwise transfer any Product to a location outside the country to which the Product is shipped by iCRco. If Buyer wishes to transfer any Product to a location other than the location to which it is shipped by iCRco or to any third party, Buyer will give iCRco prior written of the transfer (including, without limitation, the date of the proposed transfer, the location to which the Product is being transferred, and the name, address and telephone number of the proposed transferee).



26 Coromar Drive, Goleta, CA 93117

Phone: (310) 921-9559 Fax: (805) 685-1308

PROFORMA INVOICE

** Please reference Quote Number QT-18457/2 on all payments and deposits.**

Invoice ID Exp. Date QT-18457/2 6/30/2017

Ship Date

4/30/2016

Payment Terms

Credit Card

14. Compliance with Export Laws. Buyer acknowledges that the Products are controlled for export by the U.S. Dept. of Commerce and that the Products may require U.S. governmental authorization prior to export from the U.S. or re-export to another country. Buyer agrees that it will not export, re-export or otherwise distribute Products in violation of any export control laws of the U.S.

15. Unenforceable Provision. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the one replaced.

16. Nonwaiver. Any failure by iCRco to insist upon or enforce performance by Buyer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement will not be construed as a waiver or relinquishment to any extent of icRco's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect.

17. Binding Effect - Assignment/Transfer. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns, transferees and legal representatives.

18. Applicable Law. iCRco and Buyer agree that this Agreement will solely be interpreted, and enforced in all respects in accordance with the laws of the State of California, USA, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods and UCITA will not apply to this Agreement.

19. Confidentiality. Quotes and Orders contain Confidential information of iCRco and Buyer agrees to maintain such information as confidential to the same degree it maintains its own confidential information.

20. Entire Agreement Amendments. This Agreement, as published on iCRco's website at www.icrco.com/termsandconditions, which may be amended by iCRco from time to time in its sole discretion, constitutes the entire agreement, and supersedes any and all prior agreements, between iCRco and Buyer with regard to the Products. Buyer, may not make any amendment, modification, or waiver of this Agreement unless set forth in a written instrument signed by an officer of iCRco and Buyer.

WIRE TRANSFER INFORMATION

Beneficiary Bank: Wells Fargo Bank, N.A.

Bank Address: 420 Montgomery Street - San Francisco, CA 94104 - USA

Wire Routing Transit Number (RTN/ABA): 121000248

SWIFT Code: WFBIUS6S

Beneficiary Name: iCRco, Inc.

Beneficiary Address: 26 Coromar Drive - Goleta, CA 93117 - USA Beneficiary Account: 1967932086

System and Support Specifications

XC System Specifications Intel Core i3 CPU or greater 4 GB RAM or greater 7200 RPM Disk with >250GB Genuine Microsoft Windows Operating System: Windows7 32-bit or 64-bit with Microsoft .NET 4 and Java Version 1.6. * Mammography and Longbone Specific System Specifications *Intel Core i7 CPU or greater *8 GB RAM or greater *Genuine Microsoft Windows Operating System: Windows7 64-bit with Microsoft .NET 4 and Java Version 1.6

Captera and XScan System Specifications Intel Core i3 CPU or greater 4 GB RAM or greater 7200 RPM Disk with >250GB

Genuine Microsoft Windows Operating System: Windows7 32-bit with Microsoft .NET 4 and Java Version 1.6.

Newton Software 4811 Montgomery Road Cincinnati OH 45212 United States



Jackson County Vivian Denton Invoice # Invoice Date PO#

0015166 September 10, 2016 1305-33927

Balance Due (USD)

\$0.00

Item	Description	Unit Cost	Quantity	Line Total
Yearly User Fee	Yearly User License Fee (\$99 per month)	1,188.00	3	3,564.00
		Subtotal Discount - 10%		3,564.00 -356.40
		Total Amount Paid		3,207.60 -3,207.60
	21	Balance Due (USD)		\$0.00

Terms

You are receiving this invoice because Newton provides applicant tracking software to your company (and you are listed as the billing contact).

Newton is a subscription service. Payment is due within 30 days of the invoice date.

You will receive a reminder to pay at 25 and 29 days. At 33 days (3 days overdue) you will receive a final warning. Overdue accounts are locked out, and eventually deleted. Before we lock an account we will attempt to contact someone in your HR Team.

Please refer to your Terms of Service for complete terms and conditions.

- *** Want to update your credit card? Here's how:
- 1. View this invoice online (click the link in the email).
- 2. While viewing the invoice, click "Profile" in the upper right.

^{***} We accept all major credit cards and ACH (Echeck) online!



Sal	es Quotation	Submitted By	Submitted To
Quote Number:	4437068.1	Herbert, Brian L	Michael Ohlson
Customer:	Jackson County, MO	P: (314) 212-1712	P: 816.881.3151
Quote Date:	06/14/2017	Brian.Herbert@wwt.com	MOhlson@jacksongov.org
Quote Name:	Budgetary quote		
Contract:	SOM - PVC - ST C211034001 Exp. Date: 09/30/2017		

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	65270761BC01A12 ADOBE SYSTEMS	Call	7	\$837.53	\$5,862.71
	Description: Creative Cloud for teams - All Apps Renewal APPS ALL MAC WIN RNWL		<u> </u>		

Totals	
Product Total	\$5,862.71
Maintenance Total	\$0.00
Customer Total	\$5,862.71
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price:	\$5.862.71

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

COMPUTRUST SOFTWARE CORPORATION

18625 Sutter Blvd. #500 Morgan Hill, CA 95037 (408) 782-7470 Fax (408) 782-0850

INVOICE

CT061717

Jackson County PA To:

ATTN: Ken Larson, MIS 415 East 12th Street, Rm.G-8 Kansas City, MO 64106

Customer	Date	Terms	PO #
JACKSON	6/1/2017	Net 30	
	Description		TOTAL

UniVerse Software Maintenance (24 users) for the Period of:

1,334.40

07/01/2017 - 06/30/2018

P.O. Box 787



QUOTE: SW217081920170612155618

SolarWinds ID: SW2170819 Date: 12 Jun 2017

Quote Expires: 30 Jun 2017

Product(s)	NOTE:	have	chosen	to	nanca

Qty	Product	SKU	Current Exp. Date	License Period	Annual Renewal Price	Amount
2	Dameware Remote Support [Formerly Dameware NT Utilities] Per Seat License (2 to 3 user price)	17228	20 NOV 2017	1 Year Expires 20 NOV 2018	\$ 132.00	\$ 132,00
1	Kiwi Syslog Server v9 - Single Install	17296	25 NOV 2017	1 Year Expires 25 NOV 2018	\$ 106,00	\$ 106.00
20	Web Help Desk Per Seat License (11 to 20 named users)	16343	07 DEC 2017	1 Year Expires 07 DEC 2018	\$ 2340.00	\$ 2340.00
11	Web Help Desk Per Seat License (41 to 50 named users)	16346	07 DEC 2017	1 Year Expires 07 DEC 2018	\$ 3977,00	\$ 3977.00
		200	O Maria			Total: \$6.55

PRICE QUOTED FOR 19 DAY(S) AND EXPIRES ON 30 JUN 2017

Buy Nows

If Credit Card payment is not an option and year require an invoice to make payment — Select "Buy Now" for additional purchasing options.

NEXT STEPS

Active maintenance provides FREE access to All product updates/version upgrades, Tech Support, customer only product training, exclusive access to product pre-releases, and many other benefits.

To assist with your renewal process, we have created multiple ways for you to renew.

- 1. Ordering through a SolarWinds Partner/Reseller Please forward this quote to your preferred partner for processing. SolarWinds is happy to assist your partner with the completion of your renewal.
- 2. Credit Card Select the Buy Now option to pay via Credit Card. No Log-In Required
- 3. Require Invoice to make payment Select the <u>Buy Now</u> option to check your eligibility for an online Invoice request. No Log-In Required or email the team renewals@solarwinds.com for assistance.
- 4. Company Purchase Order To renew via Purchase Order, please forward to renewals@solarwinds.com or fax your order to one of the following US 512.857.0125, Outside the US +353 21 238 0232.

Please contact renewals@solarwinds.com with any questions and we will be happy to assist.

^{**}Any upgrades to the above licenses will result in upgrade fees PLUS additional maintenance costs.

Michael G. Ohlson-Dicus

From:

James_Tsipas@shi.com

Sent:

Monday, June 12, 2017 3:07 PM

To:

Michael G. Ohlson-Dicus

Subject:

SHI Quote: 13622614 - BitDefender Renewal

Attachments:

SHI Quote-13622614.pdf

Hi Michael,

Below is your quote for the items you have requested. If there is anything else you need, don't hesitate to ask. Please send all POs directly to MOKA@shi.com .

Thank You! James Tsipas



Pricing Proposal

Quotation #: 13622614

Description: BitDefender Renewal

Created On: Jun-12-2017 Valid Until: Jul-07-2017

CIRCUIT COURT OF JACKSON COUNTY

Inside Acount Manager

michael ohlson

415 EAST 12TH STREET, 9TH FL. Room G8 KANSAS CITY, MO 64106 United States

Phone: 8168813284 Fax: (816) 881-3949

Email: MGOhlson-dicus@jacksongov org

James Tsipas

290 Davidson Avenue Somerset, New Jersey 088738

Phone: 888-394-5232 Fax: 888-394-5322

Email: James_Tsipas@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Bitdefender GravityZone Security for Virtualized Environments CPU - Government Renewal, 1 Year, 15-24 Users Bitdefender - Part#: BL3626100B-EN Coverage Term: Sep-28-2017 – Sep-27-2018	16	\$356 00	\$5,696.00
2	Bitdefender GravityZone Security for Endpoints Physical Workstations - Government Renewal, 1 Year, 1000-2999 Users Bitdefender - Part#: AL3616100I-EN Coverage Term: Sep-28-2017 – Sep-27-2018	1000	\$6.81	\$6,810.00
3	Bitdefender GravityZone Security for Endpoints Physical Servers - Government Renewal, 1 Year, 25-49 Users Bitdefender - Part#: AL3627100C-EN Coverage Term: Sep-28-2017 - Sep-27-2018	25	\$27.00	\$675.00

Total \$13,181 00