



**16th Judicial Circuit Court of
Jackson County, Missouri**

Court Purchasing
415 East 12th Street
Room 8M East
Kansas City, Missouri 64106

INVITATION FOR BID

Bid Number: **#3000098-21-22**

Date: March 24, 2021

Suzy Laughlin, CPPB
Purchasing Agent

Phone: (816) 881-3782 Cell: 816-721-2123
E-Mail: suzy.laughlin@courts.mo.gov

The purpose of this solicitation is to establish a contract with a vendor to provide Circuit Court with

**ANNUAL RENEWAL: ETLA PROGRAM
ADOBE ACROBAT FOR SCANNERS
ADOBE CAPTIVATE ENTERPRISE
ADOBE CREATIVE CLOUD**

BID CLOSES: – IFB IS DUE Monday, April 12, 2021

Return bid response by email to: suzy.laughlin@courts.mo.gov
Bid opening is at 11:00am. **April 12, 2021** and is open to vendors and the general public.
For questions regarding this bid contact Suzy Laughlin at 816-881-3782 or by e-mail
suzy.laughlin@courts.mo.gov

COMMUNICATION WITH STAFF

From the date the Invitation for Bid is issued until a determination is announced regarding the selection of the contractor, **ABOLUTELY NO COMMUNICATION WITH THE DEPARTMENT STAFF IS ALLOWED!**

If communication is required between potential contractors and individuals employed by the Circuit Court regarding this project it is restricted to written communication with the purchasing staff designated as the point of contact for this Invitation for Bid.

Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition as well as suspending the vendor from future bid/proposal invitations.



CIRCUIT COURT of JACKSON COUNTY, MO

Bid #3000098-21-22

1.0

Item #	Description
1.	ANNUAL RENEWAL - ADOBE ACROBAT FOR SCANNERS- 750 USERS ANNUAL RENEWAL - ADOBE CAPTIVATE ENTERPRISE - 5 USERS ANNUAL RENEWAL - CREATIVE CLOUD - 9 USERS

2.0 Authorized Dealers:

The Circuit Court will only do business with authorized distributors of the manufacturer's product and will not accept refurbished, used, gray market goods.

- 2.1 All items must be sold to the agency in the original factory sealed manufacture's boxes with the normal product instructions, warranty card and all included standard accessories that normally come with the product.
- 2.2 Bidder must provide a certification document on the original manufacturer's letterhead stating that the name distributor is an authorized distributor of the manufacturer's product.
- 2.3 Payment will not be rendered until Circuit Court has received proof of maintenance coverage.

3.0 Basis of Bid Award:

In awarding the contract, the bid award will be based on the lowest, most responsible and responsive bidder complying with all the provisions of this Invitation for Bid, provided the price is reasonable and it is in the best interest of the Circuit Court to accept it.

- 3.1 The Circuit Court and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities and informalities, non-conforming or conditional bids or counter-proposals, in bids. The Circuit Court may accept any item or group of items of any bid on a spit-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Circuit Court.

4.0 Pricing:

Pricing is to include any or all freight, discounts and deductions, and is to be less state taxes, for which an exemption certificate will be furnished upon request. **The Pricing Page(s) is the required submittal form which must be submitted with the bid package.**

5.0 Applicable Laws:

Contractor shall follow all applicable State of Missouri laws and regulations necessary to perform services pertaining to this Invitation for Bid.

6.0 Contract Award Notice:

Contractor will be notified of award by phone call or e-mail from the Circuit Court Purchasing Agent after determination is made. A Purchase Order will be issued to the awarded vendor.

Any changes to original purchase order will not be authorized unless a change order is issued.

7.0 Warranty:

Contractor warrants that all goods furnished hereunder will conform in all respects to the terms of this solicitation, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design.

Contractor warrants that said goods are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

Circuit Court may return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's risk and expense. Acceptance shall not relieve the Contractor of its' responsibility.

The Contractor further agrees, upon notice from the Circuit Court, to promptly and without charge, make changes, corrections and/or replacement, to the satisfaction of the Circuit Court, which may be required to make good all defects in design and material under its' intended use, for a period of one (1) year or manufacturer's extended warranty, with the period commencing on the date of acceptance by the Circuit Court. The Contractor shall receive no compensation for cost in replacement of goods or workmanship.

8.0 Termination for Convenience:

The assigned Purchasing Agent may terminate performance of work under this contract in whole or in part whenever, for any reason, the assigned Purchasing Agent shall determine that the termination is in the best interest of the Jackson County Circuit Court. In the event that the assigned Purchasing Agent elects to terminate this contract pursuant to this provision, they shall provide the Vendor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Vendor shall continue to perform any part of the work that may not have been terminated by the notice.

9.0 Rights and Remedies:

If this contract is terminated, the Circuit Court, in addition to any other rights provided for in this contract, may require the Vendor to transfer title and deliver to the Circuit Court in the manner and to the extent directed, any completed materials. The Circuit Court shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Vendor's failure was due to causes beyond the control of or negligence of the Vendor, the termination shall be a termination for convenience.

In the event of termination, the Vendor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by Circuit Court subject to any offset by Jackson County Court for actual damages including loss of state matching funds.

The rights and remedies of the Circuit Court provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10.0 Force Majeure:

The Vendor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Vendor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Vendor's employees, and freight embargoes.

11.0 Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by Jackson County Circuit Court shall not constitute a waiver.

12.0 Conflict of Interest:

The Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Jackson County Circuit Court and who are providing services involving this contract or services similar in nature to the scope of this contract to the Jackson County Circuit Court. Furthermore, the Vendor shall not knowingly employ, during the period of this contract or any extensions to it, any Jackson County Circuit Court employee who has participated in the making of this contract until at least two years after his/her termination of employment with the Jackson County Circuit Court.

13.0 Insurance:

The Contractor shall understand and agree that the Circuit Court cannot save and hold harmless and/or indemnify the Contractor against any liability incurred or arising as a result of any activity of the Contractor related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Circuit Court, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate commercial general liability. All insurance coverage must be written by companies that have an A. M. Best's rating of "B+V" or better -or- Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri. The insurance shall include an endorsement that adds the Circuit Court as an additional insured. Only Vendors who will be providing on-site services will be required to provide Circuit Court with a Certificate of Insurance prior to the beginning of their service.

14.0 Anti-Trust:

Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

15.0 Equal Opportunity Clause:

15.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

15.2 The bidder's attention is directed to all federal, state and local laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

16.0 Provisions Required By Law Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

17.0 Right to Work:

"All vendors doing business in the State of Missouri and working on behalf of the Circuit Court ensure that all current employees of the vendor working for Circuit Court are legally eligible to work within the United States under the Illegal immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the Federal Government."

17.1 If the Circuit Court determines that a current vendor employs any persons not eligible to work in the United States, the vendor shall be in breach of contract the Circuit Court and the Circuit Court may lawfully cancel the contract and suspend or debar the contractor from doing business with the Circuit Court.

18.0 Award of Contract:

Bid will be awarded to "Low and Best" bid as determined by the Circuit Court. The contract shall be awarded to the responsible Offeror whose bid is determined to be the most advantageous to Circuit Court, taking into consideration the evaluation factors and criteria set forth in the Invitation for Bid.

18.1 Notice of Award

After considering the basis of award and evaluation of bids, the Circuit Court will, within thirty (30) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Vendor will have **five (5)** calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

18.2 For possible future order Circuit Court Reserves the right to enquire if awarded vendor would be willing to extend the awarded pricing to the new order in question.

19.0 Bid Protest: Bid Protests must be submitted to the Circuit Court Purchasing Manager within 3 days of bid award notice. Protest must be in writing with supporting facts and documentation of the protest.

20.0 Quantity Changes: Circuit Court reserves the right to make changes in quantity bid as required by budgeted amounts.

21.0 Split Award: Circuit Court reserves the right to split award as deemed in the best interest of Circuit Court by Circuit Court.

22.0 References:

Upon award Vendor must supply Circuit Court with 3 current references (if vendor is not a current vendor with Circuit Court).

23.0 Pricing:

Bid price must be all inclusive, which includes cost of delivery. Circuit Court is tax exempt.

24.0 Delivery:

License Registration MUST BE in Customer's Name: 16th CIRCUIT OF JACKSON COUNTY; PROOF OF GOODS AND SERVICES:
circuit16.administrator@courts.mo.gov
1305A LOCUST, KANSAS CITY, MO 64106

25.0 Billing:

The vendor will be responsible to issue an invoice to the Circuit Court for the Agreement Price of the awarded bid.

All invoices shall be directed to:

Circuit Court Of Jackson County
 Budget and Fiscal Operations; Room 304
 415 East 12th Street
 Kansas City, MO. 64106
circuitap@courts.mo.gov
 816-881-1222

26.0 Code of Ethics:

Employees of Circuit Court will not at any time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions. Purchasing staff can not conduct personal business with Court Vendors.

1.0 GENERAL CONDITIONS AND TERMS OF CONTRACT**1.1 General Conditions:**

Bids are made upon, and are subject to the following conditions and those listed on the Bid sheet. Upon acceptance by the Circuit Court, a bid and the purchase order issued Thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

- 2.2 The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Circuit Court. The Circuit Court Division shall consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 2.3 Unless otherwise required by the terms of the Bid Request, all goods to be Furnished shall be the best of their kind.
- 2.4 By virtue of statutory authority, the Director, Court Services, 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 delivery price is same or less.
- 2.5 The vendor agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- 2.6 The Circuit Court will not be responsible for articles or services furnished without a Purchase Order.
- 2.7 Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Circuit Court is upon the vendor.
- 2.8 All invoices and correspondence shall show the number of Purchase Order. All invoices shall be rendered in duplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.

- 2.9 Vendor agrees to defend, protect, and hold the Circuit Court harmless from any claims and actions arising out of patent infringement.
- 2.10 The Circuit Court reserves the right to cancel all or any part of the contract if shipment is not made as promised. Purchasing shall be notified by the vendor if shipment cannot be made as promised.
- 2.11 In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration, repair or maintenance of any public works in connection with the Circuit Court, it will be the policy of the Circuit Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, However that this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00.
- 2.12 If successful bidder **is not** a current vendor with Circuit Court you must submit 3 current references with bid.
- 2.13 Authorized signature must be on bid as well as the printed name and telephone number. Bid is not valid unless signed by an authorized representative of the firm providing the quotation.
- 2.14 Do not include taxes in prices quoted. The Circuit Court of Jackson County Missouri is exempt from Federal transportation and state sales tax Sec. 39(10), Article 3 of **Missouri** Constitution of July 1, 1946.
**Tax Exemption Certificate will be provided to the awarded vendor
Upon request.**



CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
PRICING SHEET
BID: #3000098-21-22

REFERENCE CERTIFICATION NUMBER: 14347855
END USER ID; 22982117
ADOBE ORDER #140754014-JACKSON COUNTY

Item #	Description –	LIC. QTY	AGREEMENT START DATE	END DATE	UNIT PRICE	EXTENDED PRICE
	ETLA PROGRAM					
1	ADOBE CREATIVE CLOUD RENEWAL: 5/21/21	9 Seats	5/22/2021	5/21/22	\$	\$
2	ADOBE ACROBAT FOR SCANNERS RENEWAL: 5/21/21	750 Users	5/22/2021	5/21/22	\$	\$
3	CAPTIVATE ENTERPRISE RENEWAL: 5/21/21	4	5/22/21	5/21/22	\$	\$
4	CAPTIVATE ENTERPRISE RENEWAL: 5/21/21	1	5/22/21	5/21/22	\$	\$

NOTE; THESE PRODUCTS SHALL BE PURCHASED FROM THE ENTERPRISE TERM LICENSE AGREEMENT PROGRAM FOR A PERIOD OF ONE YEAR. THIS IS YEAR 3 OF 3

BID CLOSES; April 12, 2021

Bidder certifies that he has read, understands, and will fully and faithfully comply with this Invitation for bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.

Company Name: _____

Signature: _____ Printed Name: _____ Date: _____

Phone: _____ Fax: _____

E-MAIL ADDRESS: _____

RETURN THIS PAGE ONLY!

It is my understanding that information related to the above referenced contract has been provided to me on a need-to-know basis and that in accordance with the contract, all information, materials, and files reviewed in the performance of this contract shall be privileged and held confidential.

Therefore, I hereby agree not to share or discuss said information with any person (s) outside the 16th Circuit Court without the express written consent of the 16th Circuit Court.

In the event that I should have reason to believe that the confidentiality of this information has been breached, I will notify the Court Administrator immediately.

INSTRUCTIONS TO BIDDER

1. If the item bid has a trade name, brand, and/or catalog number, such must be stated in the bid.
2. Bids shall indicate the unit price, intended to indicate the total bid, any difference between the unit price correctly extended and the total price shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price is based on consideration of being awarded the entire lot.
3. Time of proposed delivery must be stated in definite terms.
4. Samples, when required must be furnished prior to the closing date or within the time specified on the bid.

CONDITIONS

Bids are made upon, and are subject to the following conditions and those listed on the bid sheet. Upon acceptance by the Circuit Court, a bid and the purchase order issued thereon shall constitute a contract for furnishing the items described in the bid in strict conformity with the contract instrument.

1. The Circuit Court reserves the right to reject all or part of bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the Circuit Court. The Circuit Court shall consider bids submitted on an all or nothing basis if the bid is clearly designated as such.
2. Each bid will be analyzed and the award will be made on the basis of the lowest price and the best value.
3. Whenever the name of the manufacturer or the vendor is mentioned on the request for quotation and the words "or equal" shall follow such designations unless the request for quotation specifies "no substitutions". The Circuit Court may assume that items bid are as equal or it may request samples and proof thereof and unless approved before shipment, the Circuit Court reserves the right to return at the bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original bid price.
4. If the vendor proposed to furnish an item of a different manufacturer or vendor than that mentioned on the request for quotation, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated.
5. Unless otherwise required by the terms of the Bid Request, all goods to be furnished shall be the best of their kind.
6. Prices quoted are to be firm and final. All prices quoted are net and shall reflect any available discount. Separate discount for timely payment shall not be given consideration in evaluating bids.
7. The vendor agrees to comply with all Federal and State Laws, and Local Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
8. Shipments shall be marked as directed on Purchase Order.
9. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the vendor. C.O.D. shipments will not be accepted.
10. The Circuit Court will not be responsible for articles or services furnished without a Purchase Order.
11. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the Circuit Court is upon the vendor.
12. All invoices and correspondence shall show number of Purchase Order. All invoices shall be rendered in triplicate and contain full descriptive information on items or services furnished. Separate invoices shall be rendered for each Purchase Order.
13. Vendor agrees to defend, protect, and hold the Circuit Court harmless from any claims and actions arising out of patent infringement.

14. The Circuit Court reserves the right to cancel all or any part of the contract if shipment is not made as promised. Court Services shall be notified by the vendor if shipment cannot be made as promised.
15. By virtue of statutory authority, the Director, Court services, shall give reference to all commodities manufactured, mined produced or grown within the State of Missouri and to all firms, corporations or individual doing business as Missouri firms, corporations or individuals when quality is equal or better and delivery price is same or less.
16. In any purchase or lease of manufactured goods or commodities, or any contract or subcontract for construction, alteration repair or maintenance of any public works in connection with the Court, it will be the policy of the Court to encourage the purchase of products manufactured or assembled or produced in the United States, provided, however, that this policy shall not apply to purchases or leases or contracts for public works for amounts under \$1,000.00