

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

In the County Commission of said county, on the 5th day of October 20 23

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached annual cooperative agreement with the City of Rocheport for road sales tax revenue.

Terms of the agreements are stipulated in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of October 2023.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 5th day of October, 2023, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Twenty Thousand One Hundred Twelve Dollars and Sixty-One Cents (\$20,112.61)** as determined by the formula for Year 5 of the 6-year cycle as described in the aforementioned Commission Order

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS. City represents that the payments from County to City contemplated herein are in excess of any legal obligations

imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.

5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues,

funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

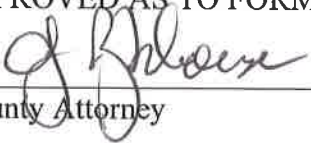

Presiding Commissioner

Date: 10/5/2023

ATTEST:


County Clerk

APPROVED AS TO FORM:


County Attorney


Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 9/26/23
County Auditor Date

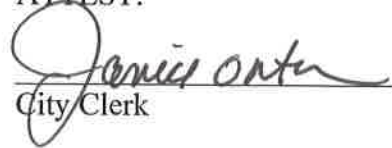
CITY of ROCHEPORT

By:


Authorized City Representative

Date: 9-11-23

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

454 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23


In the County Commission of said county, on the 5th day of October 20 23

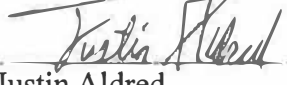
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment #1 to County Contract C000587 awarded from Co-operative Contract CC221938006 for Mailing Equipment, Supplies & Maintenance with Pitney Bowes of Stamford, Connecticut for the purchase of a New Inserter (Relay 7000 System) for the Boone County IT Department.

The contract amendment is set-out in the attached and the Presiding Commissioner is authorized to sign the same.


Done this 5th day of October 2023.


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer



613 E. Ash St, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, Senior Buyer
DATE: September 21, 2023
RE: Amendment #1 to Contract C000587, Cooperative Contract CC221938006 for Mailing Equipment, Supplies, & Maintenance for the Boone County Information Technology Department

Purchasing requests permission for approval of Amendment #1 to Contract C000587 which is cooperative contract CC221938006 for Mailing Equipment, Supplies, & Maintenance with Pitney Bowes, Inc. of Stamford, Connecticut. Amendment #1 adds the purchase of two (2) Relay 7000 Inserter systems including system set-up and operator training. The original contract was established April 20, 2023 via Commission Order #190-2023.

The total purchase amount is \$144,103.78. It will be broken into the following coding:

- 1194 – General Fund – IT Mail Services/92300 – Replacement Machinery & Equipment: \$48,034.59
- 2110 – Collector Tax Maintenance Fund Activity/92300 – Replacement Machinery & Equipment: \$48,034.59
- 2010 – Assessment/92300 – Replacement Machinery & Equipment: \$48,034.60

/lp

c: Victoria Walter, IT Department
Contract File

09/19/23

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

4633

VNDR #

Pitney Bowes, INC

VENDOR NAME

CC221938006

BID #

Ship to Dept #: 1170

Bill to Dept #: 1170

Dept	Account	Item Description	Qty	Unit Price	Amount
1194	92300	Relay 7000 Inserting System	1	\$48,034.60	\$48,034.60
2010	92300	Relay 7000 Inserting System	1	\$48,034.59	\$48,034.59
2110	92300	Relay 7000 Inserting System	1	\$48,034.59	\$48,034.59
					\$0.00
					\$0.00
		Commission Order 404-2023			\$0.00
		Commission Order 418-2023			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 144,103.78

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.



 Approving Official



 Prepared By

PLR

 Auditor Approval

Commission Order #: 454-2023

Date: 10.05.2023

**CONTRACT AMENDMENT NUMBER ONE
MAILING EQUIPMENT, SUPPLIES, & MAINTENANCE
TERM & SUPPLY**

The Agreement **C000587** awarded from cooperative contract CC2219838006 dated April 20, 2023 made by and between Boone County, Missouri and **Pitney Bowes Inc. (the "Purchase Agreement")** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Section 1 and Section 3 of the Purchase Agreement is hereby amended to add "and a new Relay 7000 Relay Inserter included in **Attachment Three**" after **Attachment Two** (found in the original Purchase Agreement).
2. **Attachment Three** is hereby incorporated into the Purchase Agreement for the purchase of two (2) Relay 7000 Inserter Systems as detailed in the Pitney Bowes Purchase Quote/Equipment and Software Maintenance attached as **Attachment Three**. The following is a summary of **Attachment Three**:

Description	Total Firm Price:	Quantity	Total Firm Extended Price
Relay 7000 Inserter System as equipped including all software, support, set-up, training and service	\$72,051.89	2	\$144,103.78
Shipping and Handling	0	2	Included
Grand Total Firm Price:			\$144,103.78

3. **Attachment Four** is hereby incorporated into the Purchase Agreement and outlines pricing under the NASPO Master Agreement, cooperative contract CC221983006 as of July 2023.
4. In each instance where the words "Attachment Two" appears in Section 5 of the Purchase Agreement as well as in the Revised Standard Contract Terms and Conditions – Boone County, Missouri, attached to the Agreement, the words "**Attachment Three**" shall be added.
5. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

PITNEY BOWES INC.

By Arthur E. Adams Jr.
DocuSigned by:
ECFB0728F789462

Title Director, Government Contract Compliance

BOONE COUNTY, MISSOURI

By: Boone County Commission

[Signature]
DocuSigned by:
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Presiding Commissioner

Commission Order #: 454-2023

Date: 10.05.2023

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


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County Counselor

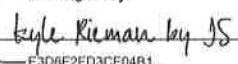
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County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1194/92300: \$48,034.59; 2110/92300: \$48,034.59; 2010/92300: \$48,034.60

DocuSigned by:  _____ E3D6F2FD3CE04B1...	9/27/2023	_____
Signature	Date	Appropriation Account

455-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23


In the County Commission of said county, on the 5th day of October 20 23


the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve an agreement with McGrath Consulting Group, Inc. for Consultant Services for Salary Plan for \$45,758.00. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.


Done this 5th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 22, 2023
RE: Request for Proposal Award Recommendation: C000680 (Bid 29-03AUG23) – *Consultant Services for Salary Plan* with McGrath Consulting Group, Inc.

Request for Proposal 29-03AUG23 – *Consultant Services for Salary Plan* closed on August 3, 2023. Six proposal responses were received.

The evaluation committee consisted of:

Angela Wehmeyer, Director of Human Resources
Jenna Redel, Boone County Treasurer
CJ Dykhouse, Legal Counsel

Recommendation for award is to McGrath Consulting Group, Inc. of Jamestown, Tennessee per the attached Evaluation Report.

Award is as follows:

Compensation and Classification/Salary Plan	\$39,258
Benefits Add-on	\$4,500
Travel Expenses – not to exceed – only billed if incurred	\$2,000
Total:	\$45,758

Additional Work Options, if needed:

Job Descriptions Documents	\$195 per document
Pay Grade Review for New Position/Position Changes	\$195 per document
Hourly Rates for Project Work outside Scope:	
Principal	\$250
Senior Consultant	\$200
Consultant	\$150

Invoices will be paid from department 1192 – Recruitment & Retention, account 71101 – Professional Services. \$60,000 is budgeted.

ATT: Evaluation Committee Report

cc: RFQ File
Angela Wehmeyer, HR Director

**CONTRACT AGREEMENT FOR
CONSULTANT SERVICES FOR SALARY PLAN**

THIS AGREEMENT, C000680, dated the 5th day of October 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McGrath Consulting Group, Inc.** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Contract Agreement for **Consultant Services for Salary Plan**, Boone County Request for Proposal number **29-03AUG23**, Addendums #1, Clarifications #1, with Contractor's responses to the clarification and proposal response, executed by Victoria J. McGrath on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with Request for Proposal response may be permanently maintained in the County Purchasing Office file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's Proposal and Clarification responses.

2. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Consultant Services for Salary Plan as identified and responded to in the Contractor's Proposal and Clarification responses. Service shall be provided as required in the Request for Proposal specifications and in conformity with the contract documents for the prices set forth in the contractor's proposal response.

Compensation and Classification/Salary Plan	\$39,258.00
Benefits Add-on	\$4,500.00
Travel Expenses – Not to exceed – only billed if incurred	\$2,000.00
TOTAL	\$45,758.00

Additional Work Options, if needed:

Job Descriptions Documents	\$195 per document
Pay Grade Review for New Position/Position Changes	\$195 per document
Hourly Rates for Project Work outside Scope:	
Principal	\$250
Senior Consultant	\$200
Consultant	\$150

3. Billing and Payment - All billing shall be invoiced to the Boone County Human Resources department for services described in the Request for Proposal scope of services. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees

to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.


6. **Termination by County** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission delivery of services and deliverables are or will be delayed or impaired, or if services are otherwise not in conformity with RFP scope of services or variances authorized by County, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience for any reason or for no reason upon sixty (60) days written notice to contractor, or
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

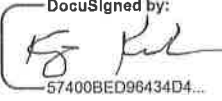
MCGRATH CONSULTING GROUP, INC.

BOONE COUNTY, MISSOURI

DocuSigned by:

 by _____
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by: Boone County Commission

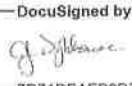
title Vice President _____

DocuSigned by:


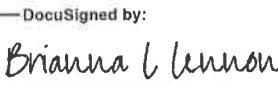
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 Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


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 CJ Dykhous, County Counselor

DocuSigned by:


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 Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Kyle Pieman
by HP
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9/27/2023

1192-71101 / \$45,758

Signature

Date

Appropriation Account

450 -2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 5th day of October 20 23

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000663 awarded from RFP 18-09JUN23 for an Electronic Poll Book System provided by KNOWiNK LLC of St. Louis, Missouri for the Boone County Clerk's Office.

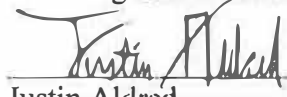
The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of October 2023.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: September 26, 2023
RE: Award Contract C000663 from RFP 18-09JUN23 – Electronic Poll Books System (Term & Supply) for the Boone County Clerk’s Office

Request for Proposal 18-09JUN23 solicited proposals for an Electronic Poll Books System for the Boone County Clerk’s Office. Only one proposal was received. The proposal from KNOWiNK LLC of St. Louis, Missouri has been reviewed by the Boone County Clerk with support from the Purchasing Department.

Two rounds of negotiation were conducted with the sole offeror. Their Best and Final Offer responses have been evaluated and accepted along with the initial proposal. It is noted that the Boone County Clerk’s Office has chosen to award the Electronic Poll Books System for the Cradlepoint/WiFi option without the iPad Buy-Back.

The proposal has been recommended for contract award and is considered the “lowest and best” proposal. It is noted for the Commission and the record that the RFP was advertised, posted, and available for download from the County’s electronic bidding platform in an effort to obtain competitive proposals. Only the one proposal was received; a rebid would not likely result in obtaining more offers.

The initial contract period will run from October 01, 2023 through September 30, 2024. There are four (4) one-year renewal options available.

Payments will reference the following codes:

- 2320 – Election Equipment Replacement Fund Activity/23810 – Untagged Hardware & Software: \$210,000.00;
- 2300 – Election Services Fund Operations/70050 -Software Service Contract: \$9,562.50.

/lp

cc: Brianna Lennon, Boone County Clerk
File RFP

Commission Order#: 456-2023

**PURCHASE AGREEMENT
FOR
ELECTRONIC POLL BOOKS SYSTEM**

THIS AGREEMENT, County contract **C000663**, awarded from **RFB 18-09JUN23**, dated the 5th day of October 2023 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **KNOWiNK, LLC** herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for an **Electronic Poll Books System**, County of Boone Request for Proposal number **18-09JUN23** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, the Work Authorization Certification, Attachment One, Attachment Two – HAVA Election Security Grant Terms, and Boone County's Standard Terms and Conditions, as well as the Contractor's **Best and Final Offer Response #2** dated **08/15/2023** submitted by **Kevin Schott** on behalf of the Contractor, **Best and Final Offer Response #1** dated **08/04/2023** submitted by **Kevin Schott** on behalf of the Contractor, the initial proposal response dated **June 7, 2023**, executed by **Kevin Schott** on behalf of the Contractor, and **e-mail clarification** dated 09/13/2023 and 09/05/2023 submitted by **Kevin Schott** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the proposal response may be permanently maintained in the County Purchasing Office RFP file for this RFP if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and **RFP 18-09JUN23** in its entirety including the Instructions and General Conditions, Introduction and General Information, Scope of Work, Proposal Submission Information, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, the Work Authorization Certification, Attachment One, Attachment Two – HAVA Election Security Grant Terms, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be the **October 01, 2023 through September 30, 2024**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the **Cradlepoint Option** for the Electronic Poll Books System as set forth in the Contractor's response, as needed and as ordered by the County. The award does not include the Buy-Back trade.

Pricing Line Item		Line-Item Description	Firm, Fixed Price Initial Contract Period
5.3.4		Firm grand total price for the Electronic Poll Book System for provision of <u>all</u> hardware, software including API licenses and user fees, supplies, materials, protective cases, batteries, power	<u>\$219,562.50</u>

	<p>cords, delivery, installation, labor, support, and training for an Electronic Poll Book System - <i>- CradlePoint Option -WiFi Only</i></p> <p><i>a. Includes 100 CradlePoints that are dual SIM card and can operate on both AT&T and Verizon networks, making the system operate on WiFi.</i></p>	<p>Grand Total Price for the complete Electronic Poll Book System – CradlePoint Option WiFi Only, No Buy-Back</p>
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Itemization of the Above-Quoted Grand Total Price - NOTE – Pricing Quoted Below Will Also Be Used to Price Replacement Pieces of the System as Needed/Determined by the County

5.3.5	Equipment:	Firm, Fixed Price Unit Price	EST. QTY	Firm, Fixed Price Initial Contract Period
5.3.5.1	<p>Electronic Poll Book – includes all hardware, accessories (power cord, battery, etc.) and supplies that make the Poll Book fully functional - <i>WiFi</i></p> <p>Total Price Per Each</p> <p><i>Brand/Model: 9th Gen Apple iPad 64GB WiFi MK2K3LLA</i></p> <p><i>Includes Added \$20.00 Charge Per Book for Not Awarding the Buy-Back Option: \$275.00 + \$20.00 = \$295.00/Election Poll Book</i></p>	<p><u>\$295.00</u></p> <p>Per Each Election Poll Book – <i>WiFi</i></p> <p><i>No Buy-Back</i></p>	325	<p><u>\$95,875.00</u></p> <p>Total Firm Price for 325 Election Poll Books - <i>WiFi</i></p> <p>(Unit Price X's Estimated Quantity)</p>
5.3.5.2	<p>Electronic Poll Book Protective Cases</p> <p>Plastic case for Ipad that fits in existing green box with existing circular base</p> <p><i>Brand/Model: KNOWiNK Standard Case</i></p>	<p><u>\$17.50</u></p> <p>Per Each Election Poll Book Protective Case</p>	325	<p><u>\$5,687.50</u></p> <p>Total Firm Price for 325 Election Poll Book Protective Cases</p>

				(Unit Price X's Estimated Quantity)
5.3.5.3	Other Hardware Accessories: power cords, keys/FOBs, Memory Media, etc. – offeror to identify all other REQUIRED hardware accessories that make the Electronic Poll Book fully functional if not already equipped on the Poll Book		1	<u>INCLUDED</u> Total Firm Price for Other Hardware Accessories REQUIRED to make Electronic Poll Book System fully operational
5.3.5.4	Cradlepoint Hardware	<u>\$650.00</u> Per Each Cradlepoint Device	100	<u>\$65,000.00</u> Total Firm Price for 100 Cradlepoint devices
5.3.5.5	Power Cord	<u>INCLUDED</u> Per Each Power Cord	325	<u>INCLUDED</u>
5.3.5.6	Poll Book Software License:	<u>\$140.00</u> Annual Poll Book Software License Per Each Poll Book	325	<u>\$45,500.00</u> Total Firm Price for Annual Software Licenses for 325 Electronic Poll Books
5.3.5.7	Cradlepoint Annual Subscription -Software License Using Verizon	<u>\$15.00</u> Annual Cradlepoint Using Verizon Software License Per Each	100	<u>\$1,500.00</u> Total Firm Price for Annual Cradlepoint Using Verizon Software Licenses for 100 seats
5.3.5.8	Cradlepoint Annual Subscription -Software License with dual SIM card (AT&T and Verizon)	<u>INCLUDED*</u> Annual Cradlepoint with Dual SIM Card Software License Per Each	100	<u>INCLUDED*</u> Total Firm Price for Annual Cradlepoint with Dual SIM Card

		<i>*Includes First Three Years at No Additional Cost; \$240.00/Each for Subsequent Three-Year Renewal</i>		Software Licenses for 100 seats <i>*Includes First Three Years at No Additional Cost; \$2,400.00/Total Each Year for Subsequent Three-Year Renewal</i>
5.3.5.9	NetCloud License	<u>INCLUDED</u> Annual Cradlepoint Software License Per Each	100	<u>INCLUDED</u> Total Firm Price for Annual Cradlepoint Software Licenses for 100 seats
5.3.5.10	ePulse Live Connectivity – Annual License	<u>\$10.00</u> Annual ePulse Live Connectivity Software License Per Each	100	<u>\$1,000.00</u> Total Firm Price for Annual ePulse Live Connectivity Software Licenses for 100 seats
5.3.5.11	User Fee	<u>N/A</u> Annual User Fee Per Each Poll Book	325	<u>N/A</u> Total Firm Price for Annual Software Licenses for 325 Electronic Poll Books
5.3.5.12	System Installation and Acceptance Testing – Includes all costs associated with conducting on-site installation and acceptance testing in Columbia, Missouri, i.e., personnel, labor, support, travel, food, lodging, materials, supplies not previously identified in pricing above – the County shall pay no other pricing if not identified	Total Installation Price – Firm and Fixed – One-Time Charge		<u>\$5,000.00</u> Total Firm Price for System Installation and Acceptance Testing – ON-SITE – One-Time

POST-WARRANTY MAINTENANCE PRICING – DO NOT INCLUDE IN QUOTED TOTAL SYSTEM PRICE				
5.3.5.13	Electronic Poll Book Maintenance Pricing –<u>Pricing shall apply after completion of the required two-year warranty period and shall include available upgrades, new versions, etc. -WiFi</u>	<u>\$45.00</u> Per Each Poll Book Per Year – Maintenance	325	<u>\$14,625.00</u> Total Firm Price for Hardware Maintenance – Annual Price for 325 Electronic Poll Books (all parts and accessories)

4. Timeline and Delivery – The contractor shall fully coordinate the timeline for project completion and delivery of hardware and services with the Boone County Clerk’s Office. Delivery shall be to the Boone County Clerk’s Office at the Boone County Government Center, 801 E. Walnut, Room 236, Columbia, Missouri, 65201.

5. Warranty – Warranty coverage and terms shall be in compliance with RFP 18-06JUN23.

6. Billing and Payment - All billing shall be invoiced to Boone County Clerk’s Office. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office using the same formality as this agreement.

9. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

KNOWiNK, LLC,

DocuSigned by:
by Kevin Schott
2A4D2BE722BA457...
title CFO

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
[Signature]
57400BED96434D4...
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
7D71DEAEB9D74DD...
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Vernon
D267E242BFB948C...
County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

	2320/23810: \$210,000.00; 2300/700500: \$9,562.50	
	9/25/2023	
DocuSigned by: <u>Kyle Riegan</u> 8C24BD84EE7A483... Signature	Date	Appropriation Account

457-2023

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the 5th day of October 20 23

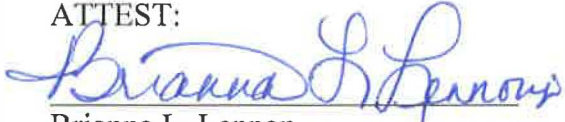
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby re-appoint the following:


Donald Catlett	Boone County Family Resources Board of Directors	Re- Appointment	Three Year Term	September 30, 2023, through September 30, 2026
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Done this 5th day of October 2023.

ATTEST:


 Brianna L. Lennon
 Clerk of the County Commission


 Kip Kendrick
 Presiding Commissioner


 Justin Aldred
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Kip Kendrick, Presiding Commissioner
Justin Aldred, District I Commissioner
Janet Thompson, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 333
Columbia, MO 65201
573-886-4305 - FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Boone County Family Resources Board of Directors

Name: DONALD L CATLETT

Home Address: 812 FOREST HILL CT

City: COLUMBIA **Zip Code:** 65203

Business Address: RETIRED

City: _____ **Zip Code:** _____

At which address would you prefer to be contacted? HOME

E-mail: CATLAW@TRANQUILITY.NET

Phone (Home): (573)864-1947 **Phone (Work):** _____ **Phone (Cell):** (573)864-1947

Fax: _____

References:

Michael Kelly, friend, 573-864-7581. 30+yrs Marta halter, friend, 573-808-0754. 40 yrs

Are you a Boone County resident? Y

How long have you lived in Boone County? 30 Years Months

Are you a registered voter? Y

Have you previously served as a member of a board? If yes, identify the board and dates of service.

YES, BOONE CO FAMILY RESOURCES SEPT 2014 to present

What other professional, civic or community endeavours are you currently involved in?

none

Are you or have you previously held any local, state or federal government positions, appointments or elected office(s)?

If so, please list dates and positions held.

Public Defender for Cole County 1984-1988

Are you related by blood or marriage within the third degree to a handicapped person as defined in Missouri statutes? N

If yes, please identify the person and relationship:

Have you or a family member applied for eligibility and been determined eligible or ineligible for services of Boone County Family Resources at any time? N

If yes, identify the individual who applied, their relationship to you and the date of the application.

—

Explain briefly why you are seeking this position and identify any special qualifications you have for this position.

I have enjoyed working with this board. I believe the org. does a great job. I've been doing this job for nearly 9 yrs.

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Boone County Family Resources; or have you or a related family member been employed by any agency or entity that contracts or subcontracts with Boone County Family Resources; or in the sale to Boone County Family Resources of land, materials, supplies, or services? N

If yes, please explain.

—

Are you or any related family member now or have you or a related family member ever been employed by Boone County Family Resources? N

If so, please give dates of employment and position held.

—

Do you or does any related family member have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests or Boone County Family Resources? N
If so, identify the interest and the relationship.

—
Have you every been arrested, charged, or convicted of any felony? N
If yes, please explain.

—
Have you ever been disciplined, cited, or sanctioned for a breach of ethics or unprofessional conduct by, or been the subject of a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? N
If yes, please explain.

—
Are your Boone County taxes paid in full to date? Y
If no, please explain.

—
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application
To:

Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 333
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution