CERTIFIED COPY OF ORDER

465-2023

STATE OF MISSOURI

ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

J

17th

day of

October

20 23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 2983 to Cover Contract Administration Services from Forvis LLP for ARPA funds.

Done this 17th 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, MISSOURI REQUEST FOR BUDGET AMENDMENT

10/3/23 **EFFECTIVE DATE** FOR AUDITORS USE (Use whole \$ amounts) Transfer From Transfer To Decrease Increase Dept Account Fund/Dept Name **Account Name** 2983 71101 American Rescue Plan Act Professional Services 220,000 220,000 Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): Budget amendment to cover contract administration services from Forvis LLP for ARPA funds Auditor's Office Requesting Official TO BE COMPLETED BY AUDITOR'S OFFICE A schedule of previously processed Budget Revisions/Amendments is attached ☐ A fund-solvency schedule is attached. Comments: ARPA Contract Administration uditor's Office PRESIDING COMMISSIONER BUDGET AMENDMENT PROCEDURES County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment. At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.

The Budget Amendment may not be approved prior to the Public Hearing

Commission Ord	der#	

CONTRACT AGREEMENT FOR ARPA CONTRACT ADMINISTRATION SERVICES

THIS AGREEMENT, C000681, dated the	ne day of	2023 is
made between Boone County, Missouri, a politica	al subdivision of the	State of Missouri through
the Boone County Commission, herein "County"	and FORVIS, LLP	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 ARPA Contract Administration Services, Boone County Request for Proposal number 37-08SEP23, Addendums #1-#3, Clarifications #1-#2, with Contractor's responses to the clarifications and proposal response, executed by Julie Murdock 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 ARPA Contract Administration Services 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.

Scope of Work (amounts per category may vary)

Provide regulatory compliance expertise including the identification of	\$4,740
authorized uses of ARPA funds	

Interpret federal guidance to establish and/or verify eligibility of \$7,590 proposed ARPA expenditures.

Assist in providing proper accounting and internal control mechanisms \$37,950 to record, track, and disburse ARPA funds in accordance with all federal, state, and local laws including, but not limited to, US Treasury guidance and generally accepted accounting principles.

Retain documentation and assist with reporting expenditures through the \$21,650 electronic portals provided by the State of Missouri and/or federal government.

Engage in subrecipient monitoring as warranted based on a risk assessment \$12,060 of each subrecipient.

Provide services, oversight, and guidance to ensure compliance with OMB \$40,110 Uniform Guidance and Single Audit Act compliance.

Provide contract administration services including providing review and comments on form of award contract, received and process requests for payments ensuring appropriate supporting documentation is paired with each payment request, and coordinating with County officials to route approved payment requests for further processing through the County's account payable systems.

\$25,300

Provide regular status updates to County officials

\$47,760

Provide detailed individual and aggregate, comprehensive reporting of ARPA contract administration activities.

\$19,190

Assist the county in providing requested information relating to ARPA expenditures to the County's external auditor in conjunction with the County's annual audit of its financial statements.

\$3,650

Shall not exceed TOTAL:

\$220,000.00

Additional Work Outside the Proposed Project Work, if needed:

nourty reates:	
Partner/Managing Director	\$490
Senior Manager	\$300
Manager	\$270
Senior Consultant	\$220
Consultant	\$180

Hourly rates are firm through June 1, 2024. The rate increase shall not exceed the lesser of five (5%) or the percentage increase in the "National Consumer Price Index for All Urban Consumers (CPI-U)", as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington D.C. 20212, for the previous contract year.

- 3. Contract Period: ARPA Contract Administration Services provided through December 31, 2026.
- 4. Billing and Payment All billing shall be invoiced to the Boone County Commission office 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.
- 5. **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.
- 6. 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.

- 7. 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:
- County may terminate this agreement due to material breach of any term or condition of this agreement, or
- 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
- County may terminate this agreement for convenience for any reason or for no reason upon sixty (60) days written notice to contractor, or
- 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.

FORVIS, LLP	BOOM	E COUNTY, MISSOURI
by	by: Bo	oone County Commission
title	Kip Ke	endrick, Presiding Commissioner
APPROVED AS TO FORM:	ATTES	ST:
CJ Dykhouse, County Counselor	Briann	a L. Lennon, County Clerk
AUDITOR CERTIFICATION: In accordance with RSMo 50.660, I herel exists and is available to satisfy the oblig contract is not required if the terms of thi time.)	ation(s) arising from this	s contract. (Note: Certification of this
Cianatum	Data	1192-71101 / \$220,000
Signature	Date	Appropriation Account

CERTIFIED COPY OF ORDER

466 -202

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 23

County of Boone

ea.

17th

day of

October

20 23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000682 awarded from cooperative contract CC22138005 for a new 2023 Chevy Tahoe 4WD Police Pursuit Utility Vehicle from Don Brown Chevrolet of St. Louis, Missouri for the Boone County Sheriff's Office.

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

Done this 17th day of October 2023.

ATTEST:

Brianna L. Lennon

Clerk of the County Commission

Kip Kendrick

Presiding Commissioner

Justin Aldred

District I Commissioner

Jane M. Thompson

District II Commissioner

Boone County Purchasing

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



613 E. Ash St, Room 110 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission Liz Palazzolo, Senior Buyer

FROM: DATE:

October 10, 2023

RE:

Award of Contract C000682 from Cooperative Contract CC240138005 - State of Missouri Motor Vehicles Qualified Vendors List for the purchase

of a 2023 Chevy Tahoe Police Pursuit Utility Vehicle for the Boone

County Sheriff from Don Brown Chevrolet

Purchasing requests approval for awarding contract C000682 which is awarded from the State of Missouri, Office of Administration cooperative contract with Don Brown Chevrolet, contract CC240138005, which is one of several contracts available from the state's most recent Qualified Vendor's List (QVL) for Motor Vehicles.

The Purchasing Office spot-bid the 2023 Chevy Tahoe Police Pursuit Utility Vehicle contacting all current QVL vendors available from the state's QVL. Ten dealerships were solicited for a bid quote and four responded; three of the four were "No Bids," and one bid was submitted by Don Brown Chevrolet of St. Louis, Missouri. A memo further explaining the spot-bidding process and the bid tabulation conducted by the County Purchasing Office is attached to this memo.

The total purchase price for the 2023 Chevy Tahoe Police Pursuit Utility Vehicle is \$43,746.00. The vehicle is outfitted as follows:

2023 Chevrolet Tahoe 4WD Police Pursuit Utility Vehicle	\$43,746.00
All Manufacturer Standard Equipment & Features	Included
• 5.3L Engine EcoTec V8, Gas	Included
• 4WD	Included
Brakes: 4 Wheel ABS	Included
Standard GVWR	Included
• 10-Speed Automatic Transmission	Included
Manufacturer Standard Equipped Air Bags	Included
 Mechanical Limited Slip Differential 	Included
Transfer Case Single Speed	Included

	Front Skid Plate	Included
	Electronic Precision Shift	Included
•	Trailering Equipment	Included
0	Air Cleaner, High Capacity	Included
0	Chevrolet Infotainment 3, 8" diagonal color Touchscreen	Included
	Bluetooth Connectivity	Included
•	Streaming/Voice Command Pass Through	Included
	To Phone/Wireless Connectivity	
0	Android and Apple iPhone – Car Connectivity	Included
•	2 Power Outlets, 120V	Included
•	Keyless open including exterior range	Included
	Remote keyless entry	
•	Keyless Start	Included
•	On-Star ® Services & WiFi HotSpot Capable	Included
•	Air Conditioning, Tri-Zone – Auto Climate Control	Included
•	40/40/40 Split Front Bench Seat	Included
	(Center Console with USB Data Ports – DELETE)	
•	60/40 Split Second Row Seats – Folding Bench	Included
•	Rubberized Vinyl Floor Covering	Included
•	Interior Color: Jet Black	No Charge
•	Exterior Color: White	No Charge
•	Headlamps, LED	Included
•	Power, Dual Heated Outside Mirrors	Included
•	Rain Sensing Front Windshield Wipers	Included
•	High Definition Rear Vision Camera	Included
•	Theft Deterrent System	Included
•	Front and Rear Parking Assist	Included
•	Pillar Mounted Spot Lamp/Left	Included
•	Red & White Front Auxiliary Dome Lamp	Included
	Radio Suppression Package	Included
•	Wiring, Grille Lamps/Speakers	Included
•	Remote Keyless Entry Fleet Package	Included
•	Wiring Harness/Sirens Circuit	Included
•	Auto Door Lock Disable	Included
•	Owner's Manual (provided at pick-up)	Included

The vehicle comes with the manufacturer standard warranty: 3 years or 36,000 miles bumper-to-bumper unlimited; and 5 years or 100,000 miles on the powertrain.

Grand Total Vehicle Cost:

The original contract period will commence October 10, 2023 and extend through June 30, 2024.

\$43,746.00/EA

Disposal: The following County vehicle will be disposed of related to this new purchase. The Disposal Form is attached to this memo for Commission approval:

• 2017 Chevrolet Tahoe Police Pursuit utility Vehicle, VIN# 1GNSKDEC0HR289926, Asset Tag 22148.

Payment will reference 2901 – LEST Sheriff Operations/92400 – Replacement Auto/Trucks: \$43,746.00.

Attachments

/lp

c: Major Gary German Contract File

RECEIVED

OCT 0 4 2023

BOONE COUNTY

BOONE COUNTY AUDITOR

Request for Disposal'/Transfer of County Property Complete, sign, and return to Auditor's Office

Date: 10-03-2023	Fixed Asset Tag Number: 22148
Description of Asset: 2017 Chevrolet Ta	hoe PPV
Requested Means of Disposal: Sell [Trade-In Recycle/Trash Other, Explain:
Other Information (Serial number, etc.):	VIN: 1GNSKDEC0HR289926, Color: Silver, Odometer: 160,xxx miles.
Condition of Asset: Good. Will continu	e to accrue miles until replacement vehicle is upfitted.
Reason for Disposition: Vehicle replaced	with 2023 Chevy Tahoe PPV 4WD (blue tag T.B.D.)
Location of Asset and Desired Date for I	Removal to Storage: Will be used daily until disposal.
If yes, attach documentation den	nonstrating compliance with the agency's restrictions and/or requirements.
Dept Number & Name: 1251 Sheriff En	
To be Completed by: AUDITOR Original Acquisition Date Original Acquisition Amount Original Funding Source Account Group To be Completed by: COUNTY CON	G/L Account for Proceeds 2901-3825 7,768 MISSION / COUNTY CLERK
Approved Disposal Method:	
Transfer Department Na	imeNumber
Location within	Department
Individual	
TradeAuction	Sealed Bids
Commission Order Number	6-2023
Signature K	

https://boonecountymo-my.sharepoint.com/personal/dalexander_boonecountymo_org/Documents/20231003 Fixed Asset Disposal_vehicle 22148.docx

PURCHASE AGREEMENT

(1) New 2023 Chevrolet Tahoe 4WD Police Pursuit Utility Vehicle for the Boone County Sheriff

THIS AGREEMENT, County Contract	et C000682, awarded from cooperative contract
CC240138005 dated the 17th day of 00	tober 2023 is made between Boone County,
Missouri, a political subdivision of the State of	Missouri through the Boone County Commission, herein
"County" and Don Brown Chevrolet, Inc. her	ein "Vendor."

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 one (1) new 2023 Chevrolet Tahoe 4WD Police Pursuit Vehicle in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract CC240138005, Don Brown Chevrolet's e-mail and quote dated September 27, 2023 from Jeremy Kennedy on behalf of the Contractor attached as Attachment One, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract CC240138005 and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.
 - 2. Contract Period The contract period shall be October 10, 2023 through June 30, 2014.
- 3. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 2023 Chevrolet Tahoe 4WD Police Pursuit Utility Vehicle outfitted as follows:

2023 Chevrolet Tahoe 4WD Police Pursuit Utility Vehicle	<u>Unit Price</u> \$43,746.00
2023 Cheviolet Pance 4412 Police Palsate Chiny Venter	Ψ13,7 10.00
 All Manufacturer Standard Equipment & Features 	Included
• 5.3L Engine EcoTec V8, Gas	Included
• 4WD	Included
Brakes: 4 Wheel ABS	Included
 Standard GVWR 	Included
 10-Speed Automatic Transmission 	Included
 Manufacturer Standard Equipped Air Bags 	Included
 Mechanical Limited Slip Differential 	Included
Transfer Case Single Speed	Included
• Front Skid Plate	Included
Electronic Precision Shift	Included
Trailering Equipment	Included
 Air Cleaner, High Capacity 	Included
 Chevrolet Infotainment 3, 8" diagonal color Touchscreen 	Included
Bluetooth Connectivity	Included

•	Streaming/Voice Command Pass Through To Phone/Wireless Connectivity	Included
•	Android and Apple iPhone – Car Connectivity	Included
	2 Power Outlets, 120V	Included
	Keyless open including exterior range	Included
	Remote keyless entry	Heradea
	Keyless Start	Included
•	On-Star ® Services & WiFi HotSpot Capable	Included
	Air Conditioning, Tri-Zone – Auto Climate Control	Included
	40/40/40 Split Front Bench Seat	Included
*	(Center Console with USB Data Ports – DELETE)	meradea
•	60/40 Split Second Row Seats – Folding Bench	Included
	Rubberized Vinyl Floor Covering	Included
	Interior Color: Jet Black	No Charge
•	Exterior Color: White	No Charge
•	Headlamps, LED	Included
•	Power, Dual Heated Outside Mirrors	Included
		Included
•	Rain Sensing Front Windshield Wipers High Definition Room Vision Company	Included
•	High Definition Rear Vision Camera	Included
•	Theft Deterrent System	Included
•	Front and Rear Parking Assist	
•	Pillar Mounted Spot Lamp/Left	Included
•	Red & White Front Auxiliary Dome Lamp	Included
	Radio Suppression Package	Included
•	Wiring, Grille Lamps/Speakers	Included
	Remote Keyless Entry Fleet Package	Included
	Wiring Harness/Sirens Circuit	Included
•	Auto Door Lock Disable	Included
•	Owner's Manual (provided at pick-up)	Included

Grand Total Vehicle Cost:

\$43,746.00/EA

- 4. *Purchase Order* The County will issue a Purchase Order for any order placed from this contract.
- 5. *Pick-Up Time* The contractor shall coordinate and communicate with the Boone County Sheriff's Office regarding pick-up of the vehicle by the Boone County Sheriff's Office at the dealer's lot.
- 6. *Warranty* All standard manufacturer warranties shall be provided: 3 years or 36,000 miles bumper-to-bumper unlimited; and 5 years or 100,000 miles on the powertrain.
- 7. *Title* Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.
- 8. *Billing and Payment* All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the

DON BROWN CHEVROLET, INC.

Signature

County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, 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.

- 9. **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.
- 10. **Termination** This agreement may be terminated by the County upon thirty (30) calendar 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 if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or

BOONE COUNTY, MISSOURI

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.

DocuSigned by:	
by Jeremy kennedy F44F126CBD7A41B	by: Boone County Commission
title Asst. Fleet Manager	15 KL
	57400BED96434D4
	Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
DocuSigned by:	DocuSigned by:
7D71DEAEB9D74DD	Brianna Clennon
County Counselor	County Clerk
AUDITOR CERTIFICATION	
	that a sufficient unencumbered appropriation balance
	rising from this contract. (Note: Certification of this
	do not create a measurable county obligation at this
time.)	, 0
	2901/92400: \$43,746.00
OocuSigned by:	
Kylo Rienax	L0/6/2023
BC24BD84EE7A483	

Date

Appropriation Account

10/04/23

RQST DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

9179	Don Brown Chevrolet	CC240138005
VNDR #	VENDOR NAME	BID#

Ship to Dept #: 2901

Bill to Dept #: 2901

Dept	Account	Item Description	Qty	Unit Price	Amount
2901	92400	2023 Chevy Tahoe Police Pursuit Utility Vehicle - Sheriff's Office will Pick-Up - See attached for features	1	\$43,746.00	\$43,746.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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			ļ		\$0.0
					\$0.0
					\$0.0
					\$0,0
					\$0.0
					\$0.0
			1		\$0.0 43,746.00

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.
Many Many

Approving Official

Prepared By



Auditor Approval

CERTIFIED COPY OF ORDER

JOT -2023

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 23

County of Boone

17th

day of

October

20 23

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

In the County Commission of said county, on the

Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000639 awarded from Sole Source 169-123123SS with DocPath of Suwanee, Georgia for DocPath V6 Software and Migration Services for the Boone County IT Department.

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

Done this 17th 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 Liz Palazzolo, CPPO, C.P.M.

FROM: DATE:

September 19, 2023

RE:

Award of Contract C000639 from Single Feasible Source #169-123123SS for Migration from Version 5 to Version 6 of DocPath, and V6 DocPath Software Maintenance for the Boone County Information

to version 6 of Docrath, and v6 Docrath Software Maintenar

Technology Department

Purchasing requests approval of contract C000639 awarded from Sole Source #169-123123SS for purchase of migration services moving from Version 5 to Version 6, and for annual maintenance of DocPath V6 Software from DocPath of Suwanee, Georgia. The contract is being established on behalf of the Boone County Information Technology Department. Sole Source 169-123123SS was approved by the Boone County Commission on June 29, 2023 via Commission Order 297-2023.

The DocPath V6 software suite provides the Boone County IT Department with an upgraded version of DocPath software that IT uses for forms development and management for various official Boone County forms.

The contract period will run January 01, 2024 through December 31, 2025. There are four (4) one-year renewal options available to fulfill the 5-year commitment pricing.

Payments under the contract will reference the following department and object codes:

- 1172- General Fund IT Hardware & Software/70050 Software Service Contract: \$11,200.00
- 2012- ASR IT Hardware & Software/70050 Software Service Contract: \$3,800.00
- 1172 General Fund IT Hardware & Software /71101 Outsourced Services: \$6,000.00
- 2012 ASR IT Hardware & Software /71101 Outsourced Services: \$1,500.00

/lp

cc:

Contract File
James Barnes - IT

	467-2023
Commission Order #	

PURCHASE AGREEMENT FOR DOCPATH V6 SOFTWARE

	THIS AGRI	EEMENT, County Contract C000639, Sole Source 169-123123SS, dated the	17th	day
of_	October	2023 is made between Boone County, Missouri, a political subdivision of the	State of	
Mis	ssouri through the	Boone County Commission, herein "County" and DocPath herein "Contractor	*	

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

- 1. Contract Documents This agreement for DocPath V6 Software, maintenance and support shall be numbered C000639 and results from Sole Source 169-123123SS; it shall incorporate Attachment One which consists of the DocPath Software Proposal for Boone County dated July 27, 2023 and Attachment Two for migration from DocPath Version 5 to DocPath Version 6. Boone County's Standard Terms and Conditions shall also be included and incorporated into the Purchase Agreement. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the contractor's response may be permanently maintained in the County Purchasing Office sole source file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and Boone County's Standard Terms and Conditions shall prevail and control. All transactions under the Purchase Agreement must reference the contract number referenced above.
- 2. **Purchase** The County agrees to purchase from the contractor and the contractor agrees to supply the County with an annual subscription under the **5-Year Agreement** for the following as shown in the DocPath Software Proposal for Boone County dated July 27, 2023 (Attachment One):

Line #	Description/Per User Pricing (Firm)	QTY	Total January 01, 2024 through December 31, 2024		
1	License for DocPath V6 Software -Designer 6, DGE and Active Spooler Enterprise	I	\$15,000.00		
2	Maintenance and Support of Doc Path Products - Annual	NA	Included		
3	Telephone Support 8:00 A.M5:00 P.M. EST	NA	Included		

One-Time Migration Services from Version 5 to Version 6					
Line #	Description/Per User Pricing (Firm)	QTY	Total January 01, 2024 through December 31, 2024		
1	Block Hours Service – Migration to V6: \$150.00/Hour	50	\$7,500.00		
	TOTAL ONE-TIME	MIGRATION SERVICE	\$7,500.00		

- 3. Contract Term The contract shall commence January 01, 2024 through December 31, 2024. The contract shall be renewable for four (4) one-year periods subsequent to this initial period to fulfill the 5-Year Agreement. The annual subscription price for each of the four renewal options may be increased by a maximum 3% each year.
- 4. **Billing and Payment** All billing shall be invoiced to the ordering Boone County IT Department. Billings may only include the prices listed in the contractor's pricing. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the contractor's pricing to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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.
- 5. **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.
- 6. **Termination** 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. **DELETED**

DOCPATH

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.

BOONE COUNTY, MISSOURI

	,
by Juan Carlos Olivaris	by: Boone County Commission
title Juan Carlos Olivares - COO	Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
Docusigned by: 7071DEAEB9D74DD County Counselor	Brawna L Luwon D287E242BFB948C 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.)

1172/70050: \$11,200.00; 2012/70050: \$3,800.00; and 1172/71101: \$6,000.00; 2012/71101: \$1,500.00

Eyl Rieman by JS	10/3/2023	
E3D6F2FD3CE04B1	1000000	
Signature	Date	Appropriation Account

COUNTY OF BOONE - MISSOURI WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)				
County of) ss State of)				
My name is	I am an autho	orized agent of	9	0
(Bidder). This busi	iness is enrolled a	nd participates	in a federal	work authorization
program for all employees working in com	nection with servi	ices provided to	the County	. This business
does not knowingly employ any person that	at is an unauthoriz	zed alien in con	mection with	the services being
provided. Documentation of participation	n in a federal wo	ork authorizati	ion program	is attached to
this affidavit.				
Furthermore, all subcontractors wo	rking on this con	tract shall affir	natively state	e in writing in their
contracts that they are not in violation of S	ection 285.530.1,	, shall not there	after be in vi	olation and submit
a sworn affidavit under penalty of perjury	that all employees	s are lawfully p	resent in the	United States.
	Affiant		Date	
	Printed Name			1.
Subscribed and sworn to before me this	day of	, 20		
	Notary	Public		

Also include the E-Verify Memorandum of Understanding

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
- 2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
- 3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
- 10. Prices must be as stated in units of quantity specified and must be firm.
- 11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
- The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

- 14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
- Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
- 18. **Equipment and serial and model numbers** The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
- 19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21



4485 Tench Road, Suite 2511 Suwanee GA 30024 Phone: +1 (678) 714 3400 www.docpath.com

PROPOSAL

CUSTOMER

Date: 08/28/2023

Name: Information Technology (Boone County)

Att: Julia Lutz

Address: 801 E. Walnut

N/Ref: 25MM6671DP_3

City: Columbia

Country: United States

CP: 65201

Phone: +1 573 886-4305

Proposal made by: Alvaro Azofra

CODE	DESCRIPTION	Ü.	Price/u	TOTAL
	Licenses for DocPath V6 Software: Designer 6, DGE and			
	ActiveSpooler Enterprise			
	Maintenance and Support of the DocPath products (*)			
	(Period 01 January 2024 to 31 December 2024)			
	Agreement for 5 years, billed \$15,000 annually + 3% CPI			
	Telephone support from 8 AM to 5 PM EST			
	Licenses for other DecDath products was the included further on W			
	Licenses for other DocPath products may be included further on if			
	requested by the customer.			
	~			
	*			

To place your order, please, countersign this proposal and return it to us along with

your billing information (VAT Reg No, business name, address and contact name)

SUBTOTAL:

\$15,000.00

APPROVAL SIGNATURE AND CUSTOMER STAMP

Proposal valid until: 09/28/2023

Tax n/a: TOTAL \$15,000.00

All prices are specified in USD Prices and conditions of current proposal have to be considered as a whole, and therefore an individualized treatment will not be valid.

ADDITIONAL SERVICES

Technical Assistence at installation, Form Design, Training, Consulting and Others. Price: Please Consult.



DocPath Corp 4485 Tench Road, Suite 2511 Suwanee, GA 30024 US (678)714-3400 administration@docpath.com Invoice

BILLTO

Information Technology (Boone

County)

Boone County Director of Info Tech

801 E Walnut RM # 220 Columbia, MO 65201

TOTAL DUE

USD 7,500.00

SHIP TO

Information Technology (Boone

County)

Boone County Director of Info Tech

801 E Walnut RM # 220

Columbia, MO 65201

INVOICE#

4892

DATE

09/15/2023

DUE DATE

TERMS

ENCLOSED

11/14/2023

Net 60

DESCRIPTION

OTY

50

RATE

AMOUNT

Block Hours Service: 50-

hour block time for V6

migration services

THANK YOU FOR YOUR BUSINESS!

150.00

7,500.00

Please remit to: DocPath Corp 4485 Tench Road, Sulte 2511 Suwanee, GA 30024

BALANCE DUE

USD 7,500.00