

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 23rd day of December 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve the extension of the Stormwater Security Agreement and Erosion and Sediment Control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of December 2024.

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

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

## **EXTENSION AGREEMENT**

THIS AGREEMENT, effective December 11, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2024; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, reduced to \$89,451.34, with an expiration date of December 11, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2025.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, ~~Assistant~~ Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management

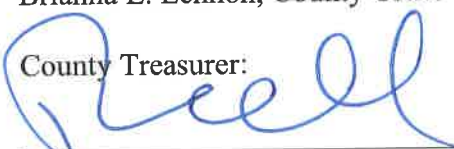
County Commission:

  
Kip Kendrick, Presiding Commissioner

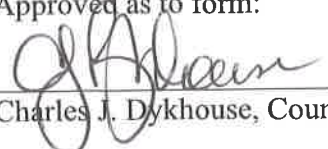
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Jenna Redel, County Treasurer

Approved as to form:

  
Charles J. Dykhous, County Counselor

575-2023

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

December Session of the October Adjourned

Term. 20 23

In the County Commission of said county, on the

19th

day of December

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 extension of the Stormwater Security Agreement and Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc. for Ravenwood Plat 1.

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

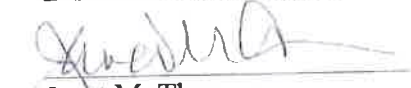
Done this 19<sup>th</sup> day of December 2023.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2023, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2023; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2024.


NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, reduced to \$89,451.34, with an expiration date of December 11, 2023, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2024.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:


  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Florea, Director Resource Management

County Commission:

  
Kip Kendrick, Presiding Commissioner

Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Jenna Redel, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

593-2022

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ca.

December Session of the October Adjourned

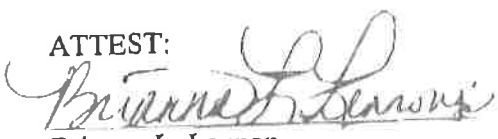
Term. 20 22



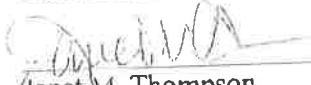
In the County Commission of said county, on the 22nd day of December 20 22  
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve a reduction in the amount of \$76,199.99 of the Erosion and Sediment Control Letter of Credit and extension of the Stormwater Security Agreement and remaining \$89,451.34 of the Erosion and Sediment Control Letter of Credit between the County of Boone and Fred Overton Development, Inc.

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

Done this 22nd day of December 2022.

ATTEST:  
  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Justin Aldred  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner



BILL FLOREA, DIRECTOR

# Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730  
PHONE (573) 886-4330 FAX (573) 886-4340

PLANNING - INSPECTIONS - ENGINEERING

December 12, 2022

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President


Re: Central Bank of Boone County Letter of Credit No.: 0126516-0699  
Dated: December 11, 2020  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

This certificate authorizes reduction in the amount of \$76,199.29 of the above letter of credit. The remaining maximum available credit for this letter of credit is \$89,451.34.

BOONE COUNTY, MISSOURI

By:

  
Daniel K. Atwill, Presiding Commissioner

Attest:

  
Brianna L. Lennon, Boone County Clerk

APPROVED BY:

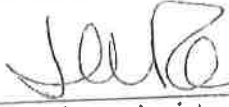
  
Bill Florea, Director, Resource Management

Commission Order: 593-2022




**CENTRAL BANK OF BOONE COUNTY:**

By:

  
Jaime Palmer, Assistant Vice President

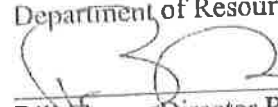
**FRED OVERTON DEVELOPMENT INC.:**

By:

  
Fred Overton, Owner

**BOONE COUNTY:**

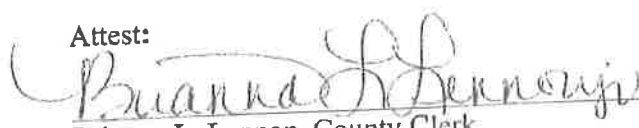
Department of Resource Management:

  
Bill Florea, Director Resource Management

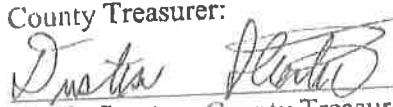
County Commission:

  
Dan Atwill, Presiding Commissioner

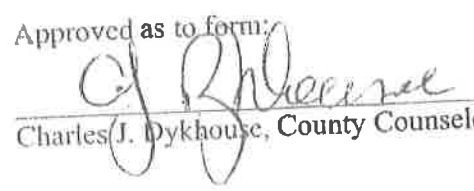
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Dustin Stanton, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2022, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2022; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2022, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2023.
3. The parties mutually agree to reduce the amount of the December 11, 2020 Letter of Credit from \$165,650.63 to \$89,451.34 in conjunction with the contemplated extension.
4. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
5. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

574-2021

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } en. December Session of the October Adjourned Term. 20 21

In the County Commission of said county, on the 16th day of December 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Extension of the Stormwater Security Agreement and erosion and sediment control Irrevocable Letter of Credit between the County of Boone and Fred Overton Development Inc. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 16th day of December 2021.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janel M. Thompson*  
Janel M. Thompson  
District II Commissioner

## EXTENSION AGREEMENT

THIS AGREEMENT, effective December 11, 2021, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein "County;" and Fred Overton Development Inc., a corporation in the State of Missouri, herein "Developer" and Central Bank of Boone County, herein "Central Bank."

WHEREAS, Developer is conducting a building project to construct a new subdivision, Ravenwood Plat 1, herein "Project"; and

WHEREAS, Central Bank has issued an Irrevocable Letter of Credit to County on behalf of Developer, dated December 11, 2020, in the amount of \$165,650.63 to secure stormwater improvements associated with Project; and

WHEREAS, said Letter of Credit contemplates that the parties may agree to extend the expiration date of the Letter of Credit, which currently expires on December 11, 2021; and

WHEREAS the parties intend through this Extension Agreement to extend the expiration date of said Letter of Credit to December 11, 2022.

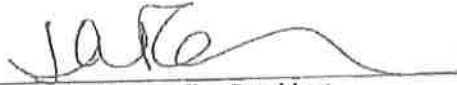
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. The Central Bank Letter of Credit dated December 11, 2020, in the amount of \$165,650.63, with an expiration date of December 11, 2021, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the December 11, 2020 Letter of Credit such that the new expiration date will be December 11, 2022.
3. All other terms of the Letter of Credit and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**CENTRAL BANK OF BOONE COUNTY:**

By:



Jaime Palmer, Assistant Vice President

**FRED OVERTON DEVELOPMENT INC.:**

By:

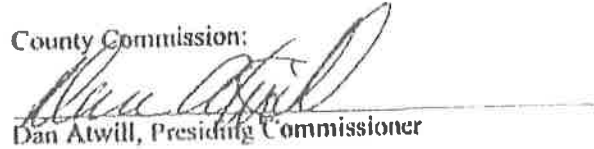
  
Fred Overton, Owner

**BOONE COUNTY:**

Department of Resource Management:

  
Bill Flores, Director Resource Management

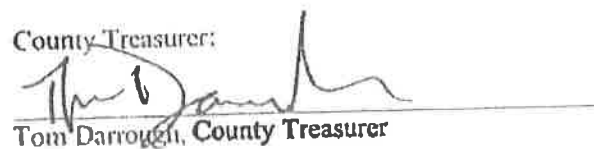
County Commission:

  
Dan Atwill, Presiding Commissioner

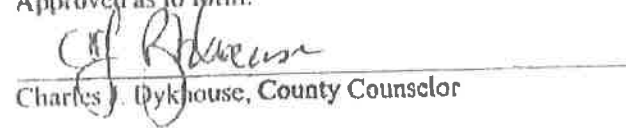
Attest:

  
Brianna L. Lennon, County Clerk

County Treasurer:

  
Tom Darrough, County Treasurer

Approved as to form:

  
Charles J. Dykhouse, County Counselor

596-2020

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 20

County of Boone

} cr.

17th

day of December 20 20

In the County Commission of said county, on the

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 Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Fred Overton Development, Inc. The terms of the agreement are stipulated in the attached security agreement.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement

Done this 17th day of December 2020.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: December 9, 2020

Developer/Owner Name: Fred Overton Development Inc.  
Address: 2712 Chapel Wood View  
Columbia, MO 65201

Development: Ravenwood Plat 1

This agreement is made by and between the above named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their respective obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Ravenwood Plat 1. The SWPPP and ESC plan was prepared by Crockett Engineering Consultants on November 24, 2020.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 9<sup>th</sup> day of December 2020, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$165,650.63, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the Letter of Credit contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to December 9, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the Letter of Credit can be released to Developer. If no written proof has been provided to the financial institution issuing the Letter of Credit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on December 9, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Letter of Credit to the account then-designated by the Boone County Treasurer. If the total sum of the Letter of Credit is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in



successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

**ACKNOWLEDGED AND AGREED TO:**

Developer/Owner:

By: 

Printed Name: Fred Querton


Title: Pres.

**BOONE COUNTY, MISSOURI:**

Department of Resource Management




Bill Florea, Director Resource Management

County Commission: 

Daniel K. Atwill, Presiding Commissioner

Attest:

  
Brianna L. Lennon, Boone County Clerk

County Treasurer

  
Tom Darrough, County Treasurer

Approved as to form:

  
C.J. Dykhouse, County Counselor



## Central Bank of Boone County

IRREVOCABLE LETTER OF CREDIT  
NO. 0126516-0699  
DATE: December 11, 2020

Amount: \$165,650.63

County of Boone  
Attn: Bill Florea, Director Resource Mgmt  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on **Central Bank of Boone County** for the account of **Fred Overton Development, Inc.**, herein Developer/Owner, up to an aggregate amount of \$165,650.63, available by your drafts at sight. Your drafts must be accompanied by your invoice to Developer/Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under **Central Bank of Boone County Letter of Credit #0126516-0699 Dated 12/11/20.**"

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation, and delivery of documents as specified in Exhibit "A", if presented to this bank on or before December 11, 2020, provided further that upon such expiration, either at December 11, 2021, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to **Central Bank of Boone County** within the 60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in



**Central Bank  
of Boone County**

substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Jaime Palmer, Assistant Vice President



# Central Bank of Boone County

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County Letter of Credit No.: 0126516-0699**  
Dated: 12/11/2020  
In Favor of Boone County, Missouri on behalf of Fred Overton Development, Inc.

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Central Bank of Boone County (the "Bank"), with reference to Irrevocable Letter of Credit No. 0126516-0699 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_].  
Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

Attest:

APPROVED BY:

\_\_\_\_\_  
Bill Florea, Director Resource Management

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_



**Central Bank  
of Boone County**

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Central Bank of Boone County  
720 E. Broadway  
Columbia, MO 65201  
Attention: Jaime Palmer, Assistant Vice President

Re: **Central Bank of Boone County Letter of Credit No.: 0126516-0699**  
Dated: 12/11/2020  
In Favor of Boone County, Missouri on behalf of **Fred Overton Development, Inc.**

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Bill Florea, Director, Planning & Building

\_\_\_\_\_  
Brianna L. Lennon, Boone County Clerk

Commission Order: \_\_\_\_\_

627 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 24

County of Boone

In the County Commission of said county, on the

23rd

day of

December

20 24

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 Budget Amendment for Departments 1190, 4130 and 2900 for Operating Transfers to cover the remaining cost of the capital project.

Done this 23rd day of December 2024.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

12/1/24

**EFFECTIVE DATE**

**FOR AUDITORS USE**

(Use whole \$ amounts)

**Transfer From      Transfer To**  
**Decrease              Increase**

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
4130	3917	LE Training Center Construction	OTI: From Special Revenue Fund		2,833,136
2900	83919	LEST Non-Departmental	OTO: To Capital Project Fund		2,833,136
4130	83917	LE Training Center Construction	OTO: To General Fund		5,000,000
1190	3915	GF Non-Departmental	OTI: From Capital Project Fund		5,000,000
				-	<b>15,666,272</b>

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):

Five million dollars was moved from the GF to the Law Enforcement Training Center capital project fund back in January of this year. This was prior to the decision to issue a bond for the project. We received bond proceeds in November and we are transferring 5 million from the capital project fund back to the GF. There is also a transfer of \$2,833,136 from the LEST fund to the capital project fund to cover the remaining cost of the project.

Auditor's Office Prepared By: Heather Acton  
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: Operating Transfers In/Out

Agenda

Ha [Signature]  
Auditor's Office

[Signature]  
PRESIDING COMMISSIONER

[Signature]  
DISTRICT I COMMISSIONER

[Signature]  
DISTRICT II 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

4130 Training Center Budget History

Date	#	3451	3913	3917	3925	3929 Total Rev	71201	71211	71231	83917	84060	86850 Total Exp	Description	
1/18/2024	24-12	4,000,000.00	5,000,000.00			9,000,000.00		914,880.00				8,085,120.00	9,000,000.00	Establish budget for the project
3/15/2024	24-22					-	8,719,970.00					(6,719,970.00)	-	Move \$ from contingency leaving 10% of the Construction costs
3/15/2024	24-26				6,931,530.00	6,931,530.00	6,931,530.00						6,931,530.00	Amend budget for remaining amount of construction contract and establish budget for anticipated bond proceeds
3/15/2024	24-21					-		(22,890.00)	22,890.00				-	Move budget to cover owners costs (this was a coding error, needs to be reversed)
8/26/2024	24-58				910,823.00	910,823.00	(874,027.00)	22,890.00	3,127,110.00			(1,365,150.00)	910,823.00	Reverse BA 24-26, reduce construction contingency to 5% and move budget to 71211, move \$1,482,478 for shooting range equipment from 71201 to 71231, establish budget for Owner Costs
11/6/2024					1,972,647.00	2,401,448.00					234,582.00		234,582.00	Issuance of 2024 SO Bonds
12/1/2024				2,833,136.00		2,833,136.00				5,000,000.00			5,000,000.00	Reimburse GF and Transfer \$ from LEET
		4,000,000.00	5,000,000.00	2,833,136.00	9,815,000.00	428,799.00	22,076,935.00	12,777,473.00	914,880.00	3,150,000.00	5,000,000.00	234,582.00	-	22,076,935.00





628-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the 23rd day of December 20 24

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 Budget Amendment for Department 4130 for the Issuance of 2024 SO Bonds.

Done this 23rd day of December 2024.

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, MISSOURI REQUEST FOR BUDGET AMENDMENT

11/6/24

**EFFECTIVE DATE**

**RECEIVED**

**DEC 05 2024**

BOONE COUNTY  
AUDITOR

**FOR AUDITORS USE**

(Use whole \$ amounts)

Transfer From    Transfer To  
Decrease            Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
4130	3925	LE Training Center Construction	Issuance of Special Obligation Bonds		1,972,647
4130	3929	LE Training Center Construction	Premium on L-T Debt Issuance		428,799
4130	84060	LE Training Center Construction	Debt Issuance Cost		234,582
				-	<b>2,636,028</b>

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):

Issuance of 2024 SO Bonds for the Law Enforcement Training Center

*Auditor's Office*

*Prepared By: Heather Acton*

**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 Issuance of 2024 SO Bonds

*Agenda*

*[Signature]*  
\_\_\_\_\_  
Auditor's Office

*[Signature]*  
\_\_\_\_\_  
PRESIDING COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
DISTRICT I COMMISSIONER

*[Signature]*  
\_\_\_\_\_  
DISTRICT II 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

4130 Training Center Budget History

Date	#	3451	3813	3917	3925	3929 Total Rev	71201	71211	71231	83917	84060	86850 Total Exp	Description		
1/18/2024	24-12	4,000,000.00	5,000,000.00			9,000,000.00		914,880.00				8,085,120.00	9,000,000.00	Establish budget for the project	
3/15/2024	24-22					-	6,719,970.00					(6,719,970.00)	-	Move \$ from contingency leaving 10% of the Construction costs	
3/15/2024	24-26			6,931,530.00		6,931,530.00	6,931,530.00						6,931,530.00	Amend budget for remaining amount of construction contract and establish budget for anticipated bond proceeds	
3/15/2024	24-21					-		(22,890.00)	22,890.00				-	Move budget to cover owners costs (this was a coding error, needs to be reversed)	
8/26/2024	24-58			910,823.00		910,823.00	(874,027.00)	22,890.00	3,127,110.00			(1,365,150.00)	910,823.00	Reverse BA 24-26, reduce construction contingency to 5% and move budget to 71211, move \$1,482,478 for shooting range equipment from 712C1 to 71231, establish budget for Owner Costs	
11/6/2024				1,972,847.00	426,799.00	2,401,446.00					234,582.00		234,582.00	Issuance of 2024 SD Bonds	
12/1/2024			2,833,136.00			2,833,136.00				5,000,000.00			5,000,000.00	Reimburse OF and Transfer \$ from LEST	
		<b>4,000,000.00</b>	<b>5,000,000.00</b>	<b>2,833,136.00</b>	<b>9,815,000.00</b>	<b>426,799.00</b>	<b>22,076,935.00</b>	<b>12,777,473.00</b>	<b>914,880.00</b>	<b>3,150,000.00</b>	<b>5,000,000.00</b>	<b>234,582.00</b>	<b>-</b>	<b>22,076,935.00</b>	

504 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ca.

October Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the

17th

day of

October

2024

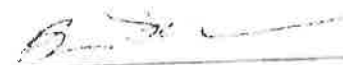
the following, among other proceedings, were had, viz:


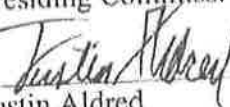
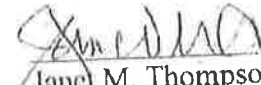
Now on this day the County Commission of the County of Boone does hereby approve an Order authorizing and directing the issuance, sale and delivery of Special Obligation Bonds (Law Enforcement Training Center Project), Series 2024, in the aggregate principal amount not to exceed \$10,500,000. The Order, Certificate of Final Terms, Continuing Disclosure Undertaking, Federal Tax Certificate, Official Statement, Paying Agent Agreement, County's Closing Certificate, Uniform Facsimile Signature Affidavit, and other documents prepared by bond counsel are incorporated herein by reference.

\* The Presiding Commissioner and other appropriate county officials are authorized to execute said documents and any other documents reasonably necessary to effectuate this bond issuance. \*

Done this 17th day of October 2024.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
  
Justin Aldred  
District I Commissioner  
  
Jane M. Thompson  
District II Commissioner

Issuance of 2024 Special Obligation Bonds  
Law Enforcement Training Center Project

**Receipt Date:** 11/12/2024  
**Received From:** Baird & Company Bond  
**Remarks:** Issuance of 2024 SO Bonds-LETC  
  
**Rect Total:** 9,882,891.30

Dept	Acct	Description		Amount	Notes
4130	3925	LE Training Center Construction/ Issuance of SO Bonds	A	9,815,000.00	Par Amount of Bonds
4130	3929	LE Training Center Construction/ Premium on LT Debt	B	428,798.05	Premium on Bonds
4130	84060	LE Training Center Construction/ Debt Issuance Cost	C	(164,606.75)	Underwriting Discount/Expense**
413	2400	LE Training Center Construction/ Security Deposits	D	(196,300.00)	Application of Bidding Security Deposit**
					**Enter as a negative
				<u>9,882,891.30</u>	

**CLOSING MEMORANDUM - Draft - 11/05/24**

\$9,815,000  
 Boone County, Missouri  
 Special Obligation Bonds, Series 2024  
 (Law Enforcement Training Center Project)

Closing Date: Tuesday, November 12, 2024

Underwriter: Robert W. Baird & Co., Inc. ("Baird")

Settlement: Upon confirmation by the County and Bond Counsel that the wire has been received and that all other matters are in order, Bond Counsel will contact the closing coordinator for the underwriter for release of the Bonds at DTC.

**Working Group Contacts For Closing**

<b>Boone County, Missouri</b> (Issuer)	CJ Dykhouse	<a href="mailto:CDykhouse@boonecountymo.org">CDykhouse@boonecountymo.org</a>	(573) 886-4414
	Jenna Redel	<a href="mailto:JRedel@boonecountymo.org">JRedel@boonecountymo.org</a>	(573) 886-4367
	Alissa Marlow	<a href="mailto:AMarlow@boonecountymo.org">AMarlow@boonecountymo.org</a>	
	Kyle Rieman	<a href="mailto:KRieman@boonecountymo.org">KRieman@boonecountymo.org</a>	(573) 886-4278
	Jacob Flowers	<a href="mailto:JFlowers@boonecountymo.org">JFlowers@boonecountymo.org</a>	
<b>Gilmore &amp; Bell, P.C.</b> (Bond Counsel)	Haden Crumpton	<a href="mailto:hcrumpton@gilmorebell.com">hcrumpton@gilmorebell.com</a>	(816) 218-7592
	Cassie Michaels	<a href="mailto:cmichaels@gilmorebell.com">cmichaels@gilmorebell.com</a>	
<b>Columbia Capital Management, LLC</b> (Financial Advisor)	Adam Pope	<a href="mailto:apope@columbiacapital.com">apope@columbiacapital.com</a>	(913) 312-8064
	Jeff White	<a href="mailto:jwhite@columbiacapital.com">jwhite@columbiacapital.com</a>	(913) 312-8077
	Deric Marr-Andrews	<a href="mailto:dmarr-andrews@columbiacapital.com">dmarr-andrews@columbiacapital.com</a>	(913) 312-8060
<b>UMB Bank N.A.</b> (Paying Agent)	Kelly Duff	<a href="mailto:Kelly.Duff@umb.com">Kelly.Duff@umb.com</a>	(314) 612-8034
<b>Robert W. Baird &amp; Co., Inc.</b> (Underwriter)	Geoff Kuczmariski	<a href="mailto:gekuczmariski@rwbaird.com">gekuczmariski@rwbaird.com</a>	(414) 765-7331
	Tom Dickinson	<a href="mailto:tdickinson@rwbaird.com">tdickinson@rwbaird.com</a>	(414) 765-7331
	Vicky Ossoinik	<a href="mailto:vossoinik@rwbaird.com">vossoinik@rwbaird.com</a>	(414) 690-3725
	McKenna Sporer	<a href="mailto:Msporer@rwbaird.com">Msporer@rwbaird.com</a>	(414) 765-7258

**Sources and Uses of Funds**

<u>Sources of Funds:</u>	<u>Total</u>
Principal Amount of the Bonds	\$9,815,000 <b>A</b>
Net Original Issue Premium	428,798.05 <b>B</b>
<b>Total Sources of Funds</b>	<b>\$ 10,243,798.05</b>
<u>Uses of Funds:</u>	<u>Total</u>
Deposit to Project Fund	\$ 10,000,000.00
Costs of Issuance	79,191.30
Underwriting Discount	164,606.75 <b>C</b>
<b>Total Uses of Funds</b>	<b>\$ 10,243,798.05</b>

**Calculation of Available Net Proceeds**

<u>Maturity</u>	<u>CUSIP (098882)</u>	<u>Coupon</u>	<u>Yield</u>	<u>Price</u>	<u>Principal</u>	<u>Total Dollar Price</u>	
4/1/2025	CK7	5.000%	3.340%	100.623%	350,000.00	352,187.50	
4/1/2026	CL5	5.000%	2.980%	102.719%	315,000.00	323,564.85	
4/1/2027	CM3	5.000%	2.760%	105.135%	335,000.00	352,202.25	
4/1/2028	CN1	5.000%	2.780%	107.124%	350,000.00	374,934.00	
4/1/2029	CP6	5.000%	2.820%	108.931%	370,000.00	403,044.70	
4/1/2030	CQ4	5.000%	2.860%	110.609%	385,000.00	425,844.65	
4/1/2031	CR2	5.000%	2.940%	111.911%	405,000.00	453,239.55	
4/1/2032	CS0	5.000%	3.000%	113.158%	425,000.00	480,921.50	
4/1/2033	CT8	5.000%	3.080%	112.594%	450,000.00	506,673.00	
4/1/2034	CU5	5.000%	3.130%	112.243%	470,000.00	527,542.10	
4/1/2035	CV3	4.000%	3.330%	104.352%	495,000.00	516,542.40	
4/1/2036	CW1	4.000%	3.430%	103.688%	515,000.00	533,993.20	
4/1/2037	CX9	4.000%	3.530%	103.029%	535,000.00	551,205.15	
4/1/2038	CY7	4.000%	3.630%	102.375%	555,000.00	568,181.25	
4/1/2039	CZ4	4.000%	3.730%	101.725%	580,000.00	590,005.00	
4/1/2040	DA8	4.000%	3.830%	101.081%	605,000.00	611,540.05	
4/1/2041	DB6	4.000%	3.930%	100.441%	630,000.00	632,778.30	
4/1/2042	DC4	4.000%	4.000%	100.000%	655,000.00	655,000.00	
4/1/2043	DD2	4.000%	4.020%	99.738%	680,000.00	678,218.40	
4/1/2044	DE0	4.000%	4.040%	99.462%	710,000.00	706,180.20	
					<u>\$</u>	<u>10,243,798.05</u>	
Bond Proceeds						\$	10,243,798.05
Less Underwriter's Discount							(164,606.75)
Purchase Price							10,079,191.30
Less Good Faith Deposit							(196,300.00)
Net Wire Amount For Purchase of Certificates (Purchase Price)						<u>\$</u>	<u>9,882,891.30</u>

**Underwriter Wiring Instructions**

No later than 8:00 a.m. Central Time on **Tuesday, November 12, 2024**, Baird, as purchaser of the Bonds, shall wire funds pursuant to the directions below:

Amount:	\$	9,882,891.30
Institution:		Central Bank
ABA Number:		086500634
SWIFT:		CTUSUS44
Account Number:		128506160
Account Name:		County of Boone Treasurer's Main

**County Application of Funds**

On **Tuesday, November 12, 2024**, the County shall apply the wire received from Baird pursuant to the Bond Order as detailed below.

<u>Sources of Funds</u>	<u>\$</u>	
Underwriter Wire	\$	9,882,891.30
Good Faith Deposit (On Hand)		196,300.00
	<u>\$</u>	<u>10,079,191.30</u>
<u>Application of Funds</u>	<u>\$</u>	
Deposit to the Main Project Fund	\$	10,079,191.30
	<u>\$</u>	<u>10,079,191.30</u>





SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 12/05/24 14:47:06

Year, <u>2024</u>	Estimated Revenue,	_____
Dept, <u>4130 LE TRAINING CENTR CONSTRUCTION</u>	Revisions,	_____
Acct, <u>3929 PREMIUM ON L-T DEBT ISSUANCE</u>	Original, +, Revisions,	_____
Fund, <u>413 LAW ENFORCEMENT TRAINING CENTR</u>	Revenues,	<u>428,798.05</u>

Class/Account, <u>A ACCOUNT</u>	Actual, To, Date,	<u>428,798.05</u>
Account, Type, <u>R REVENUE</u>	Remaining, Balance,	<u>428,798.05-</u>
Normal, Balance, <u>C CREDIT</u>		

Transaction, Code, <u>  </u> <u>  </u>	Effective, Date, <u>  </u> <u>  </u> <u>  </u>	Process, Date, <u>  </u> <u>  </u> <u>  </u>
Code, <u>33</u>	Effective, Description, <u>11/12/2024 LE TRAINING CENTER CONSTRUCTN</u>	Orig, Document, Amount, <u>2024 4041 428,798.05</u>

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

SUBLSCR BOONE SUBSIDIARY LEDGER INQUIRY MAIN SCREEN 12/05/24 15:53:09

Year, <u>2024</u>	Original Appropriation	_____
Dept, <u>4130 LE TRAINING CENTR CONSTRUCTION</u>	Revisions	_____
Acct, <u>84060 DEBT ISSUANCE COST</u>	Original, +, Revisions	_____
Fund, <u>413 LAW ENFORCEMENT TRAINING CENTR</u>	Expenditures	<u>234,581.75</u>
	Encumbrances	_____
Class/Account, <u>A ACCOUNT</u>	Actual, To, Date	<u>234,581.75</u>
Account, Type, <u>E EXPENSE</u>	Remaining, Balance	<u>234,581.75-</u>
Normal, Balance, <u>D DEBIT</u>	Shadow, Balance	<u>234,581.75-</u>

Transaction Code	Effective Date	Description	Orig	Document	Amount
33	11/12/2024	LE TRAINING CENTER CONSTRUCTN	2024	4041	164,606.75
50 10	12/03/2024	CUSIP GLOBAL SERVICES	2024	6590	849.00
50 10	12/04/2024	GILMORE & BELL PC	2024	6621	24,300.00
50 10	12/04/2024	MOODY'S INVESTORS SERVICE INC	2024	6616	22,000.00
50 10	12/04/2024	COLUMBIA CAPITAL MANAGEMENT LL	2024	6618	19,926.00
50 10	12/04/2024	GRANT STREET GROUP INC	2024	6615	2,250.00
50 10	12/04/2024	FINANCIAL PRINTING RESOURCE	2024	6617	650.00

Bottom

F2=Key Scr F3=Exit F6=Prd Breakdowns F7=Trans F8=View Doc F9=Budget

629 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 24

In the County Commission of said county, on the 23rd day of December 20 24

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 Boone County Regional Sewer District for Hartsburg Sewer System Compliance Project. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of December 2024.

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 Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: December 4, 2024  
RE: ARPA Funding: *C000804 – Hartsburg Sewer System Compliance Project*  
with Boone County Regional Sewer District

Boone County, Missouri received ARPA grant funding from the federal government and the County Commission engaged in a RFP process to determine ARPA funding awards.

This ARPA award is for County contract ARPA Funding: *C000804 – Hartsburg Sewer System Compliance Project* with Boone County Regional Sewer District. These funds will be used to help support the necessary investments in sewer and water infrastructure which will aid the Villages of Hartsburg in meeting and maintaining environmental compliance.

Contract award is for a not to exceed amount of \$300,000 and will be paid from department 2983 – American Rescue Plan Act, account 84200 – Other Contracts.





**AGREEMENT FOR ARPA FUNDING**  
**Boone County Contract #C000804**  
**Hartsburg Sewer System Compliance Project**

---

**THIS AGREEMENT** dated the 23rd day of December, 2024 is made between **Boone County, Missouri**, a political subdivision of the State of Missouri, by and through the Boone County Commission, herein "**County**" and the and the **Boone County Regional Sewer District (herein "Agency")**, with an effective date of the County's execution of this Agreement.

**WHEREAS**, County received American Rescue Plan Act (ARPA) funding in the form of the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) funding from the federal government; and

**WHEREAS**, County desires to administer said funding in a transparent, accountable, and fiscally responsible manner; and

**WHEREAS**, Agency has made application for ARPA funding with County and County desires to award Agency certain ARPA funding; and

**WHEREAS**, the parties agree to cooperate on the form and content of expenditure documentation of the subject ARPA funds; and

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

1. **US Treasury Department Guidance.** The guidance and FAQs issued by the US Department of Treasury regarding the SLFRF, including the SLFRF Final Rule, the SLFRF Final Rule Overview, SLFRF FAQs, and the SLFRF Compliance and Reporting Guidance is to be considered part of this formal contract and is incorporated as if fully set forth herein.

2. **Contract Documents.** This agreement shall consist of this Agreement for ARPA funding, the US Treasury Guidance incorporated above, the Boone County Required ARPA contract clauses appendix, the Boone County Data Collection Attachment, the ARPA Funding Certification attached hereto, Agency's application for funding, the approved Scope of Work, the approved budget, the approved timeline, and other information pertaining to the project.

All such documents shall constitute the contract documents, which are attached hereto and incorporated herein for reference.

3. **Approved Funding / Contract Not-To-Exceed.** County will pay Agency an amount not-to-exceed Three Hundred Thousand Dollars (\$300,000). Nothing herein shall be construed to require the Agency to draw down the entire not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000).

4. **Project.** County agrees to provide funding for, and Agency agrees to perform the Project set out in the attached Scope of Work.

a. Agency actions. Agency will do the following in furtherance of the program contemplated in this Agreement:

- i. Complete the work set out in the attached Scope of Work. Agency shall determine when the Scope of Work is complete.
- ii. Agency will ensure compliance with all applicable federal and state laws and regulations including required contract provisions in the administration of the project.
- iii. Agency will present draw-down requests to County on a reimbursement basis. Each invoice will include all documentation necessary to substantiate the draw-down request.
- iv. Agency will timely cooperate with County to resolve any inquiries or outstanding issues associated with Agency's documentation provided with its draw down request.
- v. Agency will recognize the role of County's ARPA funds when describing or advertising the project.
- vi. Agency, in compliance with 2 CFR 200.334, will for three (3) years after completion of the project will provide all information and documentation needed for monitoring purposes by the County, the County's external auditor, or U.S. Treasury.
- vii. Agency will present appropriate documentation to support all draw down of the funding contemplated in this agreement no later than June 30, 2026.

b. County payments and other actions. County will do the following in furtherance of the program contemplated in this Agreement:

- i. County will pay up to the contract not-to-exceed amount indicated above to Agency after Agency presents a full and complete application for payment/invoice with supporting documentation justifying the payment request.



5. ***Certification at conclusion of services under Agreement.*** Within thirty (30) days after the County has made its last payment contemplated herein, Agency will certify to the County as follows:

- a. All expenditures made with the provided funding were: 1) to perform activities deemed allowable under federal guidance and approved herein; 2) expenses were incurred after March 3, 2021 and prior to December 31, 2025; and 3) all funds were expended prior to December 31, 2026.
- b. Agency is not using ARPA funds to meet the local matching portion of another federal award unless permitted by the other award.
- c. All expenditures adhere to applicable, official federal guidance on what constitutes a necessary and proper expenditure for purposes of ARPA funds.
- d. Agency has not documented any expenditures under this Agreement for which Agency received any other funding for the same expense.
- e. Agency shall return to County any expenditure that is later found not to adhere to applicable federal restrictions.
- f. Agency will certify the amount of federal funds expended during each calendar year the project was in effect.
- g. The person signing the final certification has authority to do so on behalf of and for Agency.

6. ***Avoiding Duplication of Funding.*** Agency shall not invoice County for expenses invoiced to another funding source. Agency shall provide documentation and assurances to County that payments received from County are not a duplication of reimbursement from any other source of funding.

7. ***Audits and Records Retention.*** Agency agrees to keep, maintain, and make available to County or its designee records relating to this contract agreement sufficient to verify the expenditure of funds in accordance with the terms of this agreement for a period of three (3) years following expiration of this agreement and any applicable renewal or for so long as there is any open monitoring or audit, whichever is longer.

8. ***Modification or Amendment.*** In the event Agency requests to make any change, modification, or an amendment to this contract, a request for the proposed modification or amendment must be submitted in writing to the County Commission for consideration and possible approval by the County Commission.

9. ***Compliance with Laws.*** In performing all services under the resulting contract agreement, Agency shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations.

10. **Discrimination.** Agency will refrain from discrimination on the basis of race, color, religion, sex, national origin, ancestry, disability, age, sexual orientation, genetic information, and familial status and comply with applicable provisions of federal and state laws or county or municipal statutes or ordinances, which prohibit discrimination in employment and the delivery of services.

11. **Subcontracts.** Agency may enter into subcontracts and other agreements in connection with a project as Agency deems necessary within the terms of the contract. Any subcontractor or party to an agreement with Agency on this project shall be subject to the audit/monitoring requirements stated herein and all other conditions and requirements of this contract agreement.

12. **Employment of Unauthorized Aliens Prohibited.** Agency agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Agency shall require each subcontractor to affirmatively state in its Agreement with the Agency that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each subcontractor to provide Agency a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **Termination.** This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other party. In addition, the agreement may be terminated by County upon fifteen (15) days' written notice for any of the following reasons:

- a. Due to the material breach of any term or condition of this Agreement; or
- b. If appropriations are not made available and budgeted as required by Missouri law.

14. **Indemnification and Hold Harmless.** To the extent permitted under Missouri law, the Agency agrees to hold harmless, defend and indemnify the County, its officials, directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of the Agency's services (meaning anyone, including but not limited to consultants having a contract with the Agency or subcontractor for part of the services), or anyone directly or indirectly employed by the Agency, or of anyone for whose acts the Agency may be liable in connection with providing these services including any noncompliance with applicable ARPA regulations. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

15. **Independence.** This contract does not create a partnership, joint venture, or any other form of joint relationship between the County and Agency.

16. **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.

17. **Entire Agreement.** This agreement constitutes the entire agreement between the parties as to this funding application/proposal and supersedes any prior negotiations, written or verbal, and other proposal or contractual agreements. This agreement may only be amended by a signed writing executed with the same formality as this agreement. It is anticipated the parties may have other agreements that address other funding applications/proposals for ARPA funding.

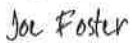
18. **Notice.**

- a. Any written notice or communication to **County** shall be emailed to [boonecountyarpa@boonecountymo.org](mailto:boonecountyarpa@boonecountymo.org)
- b. Any written notice or communication to **Agency** shall be emailed to [bcrsd@bcrsd.com](mailto:bcrsd@bcrsd.com) and/or mailed or delivered to: BCRSD, Attn: Joe Foster, 1314 N. 7<sup>th</sup> Street, Columbia, MO 65201.

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


**Agency**

By:

Signed by:  
  
84DA23AC7CEF40B...

Joe Foster, Exec. Director

ATTEST:

Signed by:  
  
73135DA7172549B...

Debbie Schnedler, Secretary

Approved as to Legal Form:

Signed by:  
  
638DA7AEB6B145B...

Chris Pieper, Attorney for District

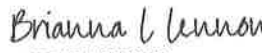
**Boone County, Missouri**

By: Boone County Commission

DocuSigned by:  
  
57400BED96434D4...

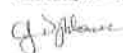
Kip Kendrick, Presiding Commissioner

ATTEST:

Signed by:  
  
D267E242BF8948C...


Brianna L. Lennon, County Clerk

Approved as to Legal Form:

DocuSigned by:  
  
7D710EAE89D74DD...

CJ Dykhous, County Counselor

**BOONE COUNTY 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 Riman*  
by   
8C24BD84EE7A483...

12/19/2024

2983-84200 / \$300,000

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Signature

Date

Appropriation Account

630 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

December Session of the October Adjourned

Term. 20 24

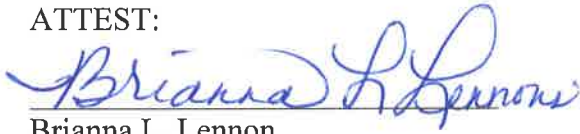
In the County Commission of said county, on the 23rd day of December 20 24

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

Now on this day, the County Commission of the County of Boone does hereby approve agreements from Request for Proposal 37-09SEP24 - e-Procurement Subscription Service with EUNA d/b/a Ion Wave Technologies, LLC and GovOptics LLC d/b/a Beacon Bid. The terms of the agreements are set out in the attached contracts and the Presiding Commissioner is authorized to sign the same.

Done this 23rd day of December 2024.

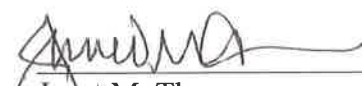
ATTEST:



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



5111 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

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## MEMORANDUM

TO: Notice of Award  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: November 18, 2024  
RE: Award Recommendation for Request for Proposal # 37-09SEP24: e-Procurement Subscription Services: Contracts C000876 with GovOptics, LLC d/b/a Beacon Bid and C000874 with EUNA d/b/a Ion Wave Technologies, LLC

Request for Proposal 37-09SEP24 – e-Procurement Subscription Services closed on September 9, 2024. Six proposal responses were received.

The evaluation committee consisted of:  
Melinda Bobbitt, Director of Purchasing  
Amy Gerskin, Buyer  
Liz Palazzolo, Senior Buyer

Recommendation for award is a multi-vendor award per the attached evaluation report and scoring as follows:

EUNA d/b/a IonWave Technologies, LLC for \$13,500 which includes Electronic Bidding; Supplier Management; Bid Evaluation Scoring & Annual Support for the period January 1, 2025 through December 31, 2025. Contract # C000874.

GovOptics LLC d/b/a Beacon Bid for \$1,500 which includes Bid Research Suite for the period January 1, 2025 through March 31, 2025. Contract # is C000876.

These contracts have four optional one-year renewal periods.

These are Term & Supply contract for department 1118 – Purchasing, Account 70100– Software Subscriptions.

ATT: Evaluation Committee Report

cc: RFP File

## Evaluation Report for Request for Proposal

37-09SEP24 – e-Procurement Services

### OFFEROR #1: GovOptics LLC dba Beacon Bid

X It has been determined that **Beacon Bid** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

     It has been determined that **Beacon Bid** has submitted a **non-responsive** proposal.

Location: Austin, TX

Timeline: 3-week implementation period. 4-6 hours of training sessions.

### Method of Performance (Project Approach)

#### Strengths:

- Annual SaaS subscription – County needs web browser/ISP
- Self-service by vendor and free to suppliers to use
- Secured e-bidding features – bids go into lockbox until bid opening
- County vendor pool can include Bid Prime – 1 million+ vendors in pool. County can choose to have our bids also advertised to bidders in BidPrime network 500,000+ suppliers
  - (Need further clarification on the relationship between these two). (Page 11, 17, 18). Per BAFO #2, BidPrime owns Beacon and has been established for 15 years. Beacon launched 3 years ago.
- County can create bid templates in system and upload its own documents
- Creates bid tabulations that can be exported and edited as needed.
- Bids have Q/A features
- Buyer can view if bids viewed/submitted online
- Has bid addendum feature
- Bounced emails are seen on solicitation audit trail or in supplier management portal (page 24).
- County receives 4-6 hours of training and training can begin in seven days ARO
- County has ability to edit supplier profile (page 16).
- Client support is available for agencies and suppliers 24/7 via email or phone (page 11).
- Technical Support to suppliers and agencies by phone and email is available 24/7.
- Beacon can assist agencies with posting and managing their solicitation in the early implementation stage (Response Form). What about when we run into a snag 6 months from now while posting a bid type we've not posted before?
  - Per BAFO #2 response, support is available any time during our contract with Beacon at no additional charge.
- RFP Archive with over 7 million searchable recently closed solicitations with an average of 5K added daily (page 11). Do they do this for bids too?
  - Per BAFO #2 response, yes the RFP Archive picks up all types of solicitations.
- They have their own proprietary code matching system so no additional cost to County (page 11, 16).
- Agencies may copy/paste the answered questions to place into a formal addendum notice (page 22).
- Suppliers who are registered with other agencies on Beacon can add themselves to any newly announced agency. (page 18)
- If vendors are registered within Beacon through other agencies, they do not need to re-register (page 32).

- **Scope Writer** and **RFP Critic** are utilizing AI and seem ahead of the curve here. (page 33). (To use this would increase our cost by \$5,000 because we would need to purchase Beacon Research Suite). Our document that is uploaded into Scope Writer are not saved there. They are purged every 24 hours. All AI is closed loop – only in their system.
- Shareable Contracts have piggybackable contracts and awarded vendor information. Access to thousands of contracts. **Market Research** provides detailed information on awarded vendors, pricing, and contract performance, allowing agencies to make informed decisions about potential suppliers (page 33). (To use this would increase our cost by \$5,000 because we would need to purchase Beacon Research Suite).
- Very short time frame for vendors to register.
- There is no file size limit to uploads into Beacon.
- Vendor very progressive with AI. When a vendor registers, for example, they can say a word like trombone, and the system will get them commodities that they can mark like musical instruments.

### Clarifications:

- Commodity code is proprietary to Beacon and maps to NIGP coding. Do we have to purchase a NIGP coding license?
  - Per BAFO #2 response, No NIGP license required.
- Not sure what notice Buyer gets about questions being submitted on a bid solicitation.
  - Per BAFO #2 response, Supplier submits a question and receives an email notification when the agency responds. It is also posted publicly to the solicitation page. Each time a question is asked the contact person will receive a notification.
- Not sure what bid tab looks like.
  - Demonstrated during the presentation
- Not sure if what's priced includes the supplier management portal for editing a supplier profile.
  - Per BAFO response #2, there is no cost for supplier tracking; it is a free core product of Beacon.
- Not seeing what a solicitation audit trail looks like regarding bounced email
  - Per BAFO #2 response, can view this through the Supplier portal or through the particular solicitation the supplier registered as interested in. Can also select the supplier to expand details and see all emails that have been sent out. If that email was clicked on, it will show a green check meaning Verified.
- Did not find detail on how County can create a bid checklist.
  - Demonstrated during the presentation
- Did not find details on what can be exported out of e-bid system.
  - Demonstrated during the presentation
- Did not find details about customizable features.
  - Demonstrated during the presentation
- Not clear if a disclaimer can be added and if it's only bid-specific or systemic
  - Per BAFO #2 response, it can be either bid-specific or system wide.
- Are their registrations tied to their EIN #s or do multiple people from their organization register with different emails so that vendor is in the database multiple times? (page 14).
  - Per BAFO #2 response, it is not tied to their EIN #, so if multiple individuals sign up, they will be listed multiple times so it allows different departments to be notified for their relevant opportunities.
- Did not answer 2.2.7. on how the system tracks when vendors view bids and notify the County. They just put "placeholder". (page 23).
  - Per BAFO #2 response, any supplier who registers on the interest list will be tracked. The agency may choose to receive notifications at a customized schedule for vendor activity related to each solicitation.



- Does a supplier need to complete a contact form in order to download a bid document every time for each solicitation?
  - Per email dated 10/07/24. Yes. The form takes less than 30 seconds. By doing this for each solicitation it automates notifications of any updates or changes to the supplier for the particular solicitation of interest, it also allows them to seamlessly submit questions and receive reminders.
- Can a vendor view a bid without registering as a vendor?
  - Per BAFO #2 response, a vendor must fill out a form in order to download a bid solicitation document.
- Can a new “user” or email be added to a vendor profile by the County?
  - Per BAFO #2 response, it does not appear that they understood the question. It says the agency may invite any user by entering their contact information.
  - Per the demonstration, the County cannot change an email, but they can edit the rest of the information.
- How do we access your vendor pool when sending out a bid? Is there an additional charge or a particular module you have to purchase to do this?
  - Per BAFO #2 response, once Boone County shares a solicitation with Beacon, then it is projected to a network of suppliers within BidPrime. Any supplier registered to do work in the state of MO, and whose services align are notified. No additional charge. Boone County can also utilize Market Research within Beacon to research and find additional suppliers that were previously awarded similar contracts.

### Concerns:

- Requires plug-in for software to work – others don’t have this added step.
  - If award, will have out IT visit with them.
- Can’t upload documents to vendor profile such as Insurance Certificates, W9s.  
Information provided during the demonstration: we could ask this as a question, and force an upload there, but we’d have to do it with every bid instead of just having it in the vendor profile.
- Did not find description of vendor performance tool
- During the demonstration, it appeared that the line items were not numbered.
- Audit trail offers generic information such as “document changed” rather than “amendment 1” and “amendment 2”.
- During the demonstration, it appeared as though a vendor cannot add a note to a bid. They could only enter a price.
- Paper bids cannot be entered into Beacon (page 26).
- When creating a bid document and we are bidding for example Ford F150 or Equivalent, we need a spot where besides price, the vendor puts the manufacturer and model that they are bidding. This could be done as a question, but it would be much better if it was in the document next to where they were bidding the price.
- Cannot make a vendor inactive or delete them. The system appears to keep them forever. This would over time create a large vendor pool large with inactive vendors.
- Can a bid be sent to only one vendor and that vendor send a secure response (BAFO process)?
  - Per BAFO #2 response, no.
- No 3<sup>rd</sup> party printing options for plan holder’s lists
- Reporting is limited – currently limited to “Interested Bidders Engagement”
- Pages of RFP response not numbered so more difficult to refer back to a section.
- Do not have support for electronic bid bonds (page 28).
- If award to them will need their MOU that goes with their Work Authorization.
- Not clear on description about download capabilities – A supplier receives an e-mail to download documents – does this mean that the documents are not within the bid with the line items that the bidder can respond to online?

- Per BAFO #2 response, they can see title, description, release date, due date, changes, agency contact information. They must complete form with their contact information to download. This is seen as a strength for tracking vendor interaction with a bid but also a concern. There isn't a feature specific to a bid for adding unregistered vendors which hampers the ability to solicit a recommended vendor who is not already registered on the. This appears to compromise the ability to have a complete, accurate bid-solicitation specific bidders' list.
- 

## **Experience and Expertise**

### **Strengths:**

Provided a Missouri reference (City of Monett, MO).

### **Clarifications:**

- No assigned CSM (Customer Success Manager) – no one person identified for County to work with
  - Per BAFO #2 response, Alexis Paulos who has been with BidPrime since 2022.
- Did not find escalation procedure
  - Per BAFO #2 response, Tier1: [support@beaconbid.com](mailto:support@beaconbid.com) Tier 2: [apaulos@beaconbid.com](mailto:apaulos@beaconbid.com) Tier 3: [shetzel@beacnbid.com](mailto:shetzel@beacnbid.com)

### **Concerns:**

- No personnel described – don't know who will be assigned and what their strengths and experience are
- Beacon only since 2021 (parent company of BidPrime since 2009) (Page 11).
- Three references are from 2024 projects
- Did not provide any county references.
- While the vendor received a positive reference check, the agencies were not using their e-procurement system as the County would be for bid management. The County contacted the City of Monett (Missouri) and the City of Bentonville (Arkansas) as references. The City of Monett uses Beacon as a "plan holder" posting tool. Beacon is provided free of charge. The reference indicated that the system is not used for bidding and so the reference could not speak to ebidding performance or reliability. The City of Bentonville reference indicated that it uses Beacon as vendor management system and plans to expand use to ebidding; this reference also could not speak to ebidding performance or reliability. It is noted that both references were positive about how they have been using Beacon and found the service an improvement compared to their past way of conducting business.

**OFFEROR #2: GTY Software Inc. dba Bonfire Interactive Ltd. (owned by Euna Solutions)**

X It has been determined that **Bonfire Interactive Ltd.** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

     It has been determined that **Bonfire Interactive Ltd.** has submitted a **non-responsive** proposal.

Location: Chicago, IL (but are a Canadian company)

Timeline: By January 1, 2025 (Response Form)

**Method of Performance (Project Approach)**

**Strengths:**

- Annual SaaS subscription – County needs web browser/ISP
- Self-service by vendor and free to suppliers to use (page 5). Per the demonstration, all users register individually. They can also tie in to the broader organization in their profile.
- County is allowed to update and make changes to the Vendor's profile should they call for assistance (page 9). Per the demonstration, if a Sales Representative leaves and a new one begins, he recommends the new one register, and the old one become "inactive" so we can keep the history of what they've bid in the past.
- Can use NIGP, UNSPSC, NAICS, or other.
- Vendor profile can be customized to include what County wants
- Certain documentation can be uploaded to vendor profile -certifications, licenses, insurance, reference letters – can set auto-expire on certifications
- All of Bonfire's vendors (750,000+) will be accessible to County for its vendor pool in addition to migrated from IonWave (page 5). Per the demonstration, we can send the bid out to just those vendors registered to Boone County with our commodity codes for our vendor list. Then we can broadcast it to all the vendors in the network.
- County can create customizable forms that are uploaded to the vendor's profile
- Bonfire has a Vendor Performance Module.
- Per the demonstration, when creating a bid, it was easy to add model # and manufacturer per line item.
- County can create bid templates, create a bid solicitation in Bonfire and upload documents created in other formats
- Per the demonstration, if planning on a multi-vendor award, can select the two vendors, and the system will do a Bid Tab showing the low items between those two vendors.
- Has Q/A functionality – does the Buyer get an e-mail about questions on solicitation
  - Per BAFO #3 response, yes.
- Through the *Opportunity Funnel*, the County can see who has been invited, downloaded documents, and submitted a bid (page 15). Per the demonstration, a vendor can see general information about a bid, but would need to register to download, or could contact the Buyer directly from the general information that is posted. The county selects what general information is posted.
- Bonfire tracks and reports bounced emails back to County. Per the demonstration, the vendor also on a daily basis works to resolve those bounced emails with the vendor. The vendor will go inactive if a new email is not resolved.
- Bonfire allows teams to make it clear which documents are required to bid
- Allows for secure e-bidding – bid locked-down until unsealed at bid opening.
- Can add hard copy bids
- Can create disclaimer – is it specific to bid or in system?

- Per BAFO #3 response, it can be bid-specific or included in any templates system-wide.
- Allows any information to be imported and exported -1GB limit
- Pre-bids can be posted and added to bids in “Manage Events” tab
- Has Construction Bidding features to include online plan holders lists, addenda, other documentation – whatever County uploads vendor can download; blueprints can be sent to 3<sup>rd</sup> party to print; public document feature allows vendors to see other vendors on plan holders list; support e-bid bonds.
- Hands-on and self-help is available (website articles, videos, live chat)
- CSM (Customer Success Manager) will be assigned
- Technical support available by email, phone, chat, 7:00 am – 7:00 pm CST (Page 30).
- Addressed support to suppliers (chat, e-mail or phone) (page 30)
- Bonfire will notify County’s existing vendors to register in Bonfire. (Ion Wave and Bonfire vendor pool not integrated yet). Typically, by blast email.
- Has several standard reports – can format for signatures too
- Implementation steps described – staff training in 30 days of award – says service can begin 1/1/2025 – Vendors can register within five minutes (page 5).
- Bid Tabs can be created in Bonfire or uploaded into Bonfire. They are entirely customizable (page 14).
- Bonfire has unlimited training and support (Page 29).
- DocuSign in Contract Management.
- Buyer can edit the vendor profile.
- Had a lot of customizable features.

**Clarifications:**

- Did not provide renewal adjustments
  - Provided in BAFO / Clarification #1
- Need to clarify that the Vendor Performance Module is included in subscription price and isn’t a separate add-on. How do we get that information out if we leave?
  - Per BAFO #3 response, the Vendor Performance Tool is included with the Vendor Performance Management. If County doesn’t not renew contract, all data would be provided back to the County typically through bulk-extraction.
- Not clear that Bonfire has a standard bid template and what this looks like
  - The demonstration provided a view of how to create templates.
- Can a blast email by Bonfire be sent to vendors to request they register?
  - Per BAFO #3 response, yes.
- Can a “user” or e-mail be added to a vendor profile by the County?
  - Per BAFO #3 response, yes, the County can edit a vendor profile on their behalf. Per the demonstration, it is recommended if a Salers Representative leaves, the new Sales Rep creates their own profile, and the other becomes unactive. We don’t want to delete the profile, so we save the past history of their bids.
- Can a bid be sent to only one vendor for a secure response (BAFO process)?
  - Per BAFO #3 response. Yes, through re-opening the solicitation to select bidder, or by sending a direct vendor discussion message.
- How are the bounced emails reported back to the County?
  - Per BAFO #3 response, Bonfire provided email notification to the County daily.
- Need to determine what notice Buyer gets about questions on solicitation, e.g., e-mail?
  - Per BAFO #3 response. Both in-app and via email.
- If the County has difficulty figuring out how to create a bid, what kind of on-going support will be provided?

- Per BAFO #3 response, a variety of self-help resources are available such as support articles, support videos, Bonfire Academy courses, weekly webinars, training recordings, and more. The County could also contact Bonfire Support or the Customer Success Manager for any assistance.
- Not clear if system has addendum feature – not described.
  - Demonstrated during the presentation.
- Not sure if Bonfire allows for a bid checklist.
  - Demonstrated during the presentation
- Need to clarify if implementation takes 10 weeks or if it would be less because Bonfire says that service can begin 1/1/2025
  - Per BAFO #3 response, if contract is signed by October 30, Bonfire would be able to go live by January 1. Bonfire’s implementation timeline is very flexible but typically averages about 6-8 week including all training.
- Can a vendor view the actual bid without registering as a vendor?
  - Per BAFO #3 response, County can indicate whether or not vendors are required to be logged into Bonfire in order to access solicitation documents.
- How do we access their vendor pool when sending out a bid? Is there an additional charge or a particular module you have to purchase to do this?
  - Per BAFO #3 response, the County selects relevant commodity codes. Upon release, Bonfire will match vendors from throughout the network who match via commodity code and indicate Boone County as a region serviced.

**Concerns:**

- It is not clear that a complete, accurate bid-solicitation specific bidders’ list is created. Bonfire produces a list of people who download documents and/or submit bids, not a list of bidders notified.
- While Bonfire’s proposed pricing is \$15,000 for year one, which is the County’s budget, we would need to purchase the NIGP commodity codes which are not included in our 2025 budget.
- They support any code set NIGP, UNSPSC, NAICS, but do they have their own free one? (Page 7). Since Bonfire is owned by EUNA, if we award to Bonfire, can we use Ion Wave’s commodity coding system free?
  - Per BAFO #3 response, UNSPSC and NAICS are free code sets. (but the County would prefer NIGP over those choices)

**Experience and Expertise**

**Strengths:**

- Founded in 2012 and have worked with 750 agencies (page 36).
- Dedicated to government procurement – financially stable – no on-going litigation – none historically
- Have added 230 public agencies in the past two years (page 40).
- Has named personnel in proposal – experienced in government procurement and eproc system implementations and support
- Has escalation procedure
- Provided two Missouri references, City of Jefferson City and Jackson County (Page 39).
- Proposed account manager for the County has been with Bonfire since 2012 (page 41) (other two team members only two years).

**Clarifications:**

- Escalation procedure doesn’t name personnel in chain of escalation
  - Provided in BAFO #3 response. 1) Implementation Manager; 2) Mandie Mallott, Manager of Implementation Services; 3) Jason Brayer, Director of Implementation Service; 4) Brian Haney, Chief Customer Officer.

- The address looks wrong on Reference #2 for City of Jefferson City as they have it in Hillsboro, MO (Page 39).
  - Provided in BAFO #3 response. 320 E. McCarty Street, Jefferson City, MO 65101.
- Who would be the Customer Success Manager?
  - Per BAFO #3 response, Kaitlyn Warcholak – subject to change.

**OFFEROR #3: International Data Base Corp, dba SOVRA dba Bidnet, a wholly owned subsidiary of mdf commerce inc. (formerly Periscope)**

X It has been determined that SOVRA (Bidnet) has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that SOVRA (Bidnet) has submitted a **non-responsive** proposal.

Location: Latham, NY

Timeline: Can complete by 1/1/25 as long as project begins no later than 11/01/24.

**Method of Performance (Project Approach)**

**Strengths:**

- SaaS Annual subscription – County provides web browser/ISP
- Self-service by vendor – free of charge, 24X7
- Use NIGP codes and offer the NIGP code subscription for free since they own it.
- Unlimited # of attachments can be uploaded by supplier including W9
- “The SOVRA network helps public organizations maximize the number of qualified vendors who view and respond to solicitations. It matches solicitation requirements to vendor profiles, increasing the visibility of matched solicitations”. (Page 6). County may have access to 650,000+ vendor pool. How do we do that when sending out a bid?
  - Per BAFO #3 response, the County has to search the SOVRA vendor database by commodity codes, additional purchasing groups, vendor self-reported attributes, etc. The solicitation does go to all registered in the MO Purchasing Group.
- Can create customizable vendor forms
- Has vendor performance tool (VPM)
- County can create and upload bids in SOVRA
- County can create templates, multiple libraries
- Bid tabs show bidders by line item and by bidder – can be exported to Excel
- SOVRA has Q/A feature – does the Buyer get an email notice about questions?
  - Per BAFO #3 response, yes.
- SOVRA displays supplier activities related to bid
- County can see all notifications sent to suppliers and if successfully sent – County can resend bounced e-mails
- A w-9 can be added to the vendor profile.
- Secured e-bid system – bids go to lockbox and cannot be opened until bid opening
- Can add hard-copy bids
- Can create disclaimer – is it specific to bid or in system?
  - Per BAFO #3 response, this is really only done by adding it to the document we’re posting.
- SOVRA produces a “Bid Results” report
- Has construction bidding capabilities – no restrictions on file types that can be uploaded (250MB limit) – seems like suppliers can upload up to 500MB plan holder’s lists can be e-mailed by the supplier; bid bond # can be added as attribute to bid (doesn’t sound like this is an e-bond processing feature).
- Training done remotely – have comprehensive help and training resources – updates are announced via pop-ups
- Online customer support team can be scheduled for refresher training – online user manuals and training videos are available – use a support ticketing system

- Support available M-F 8AM-8PM ET. Their team is available to be contacted via email or phone for problems from 8:00 am to 8:00 pm eastern time (page 15).
- Support to vendor is 24X7 monitored M-F 8AM-8PM ET
- Have standard and ad hoc reporting
- The SOVRA CLM module provides seamless integrations with Adobe Acrobat Sign and DocuSign (although costs associated with providers are not included) (page 28).
- Vendor interacts with the vendors yearly, so they deactivate vendors that are not responsive to their interactions (demonstration). This keeps the vendor pool from getting too large with inactive vendors.
- Halfway through the bid posting timeline, the system can send an email to the vendors asking if they plan to participate. This would be helpful for our buyers to see who we need to follow up with the day before bid opening.
- If we award to this vendor, we need to add a subscription for the NIGP commodity code to our budget (page 5).
  - BAFO / Clarification #1 waived the NIGP annual subscription fee since NIGP commodity codes are now owned by MDF Commerce, Inc., formerly Periscope Holdings.

### **Clarifications:**

- One-time implementation fee of \$35,400.00 is not supportable.
  - BAFO / Clarification #1 reduced it to \$4,737.
- Migration of IonWave vendors into SOVRA system seems reliant on County efforts – weak customer-service approach – will run comparison of IonWave and SOVRA vendors and will provide materials to support new vendor registration – who does this SOVRA or County? Can they do a blast to the list of vendors the County provides to invite them to register?
  - Per BAFO #3 response, yes can do a blast.
- County cannot edit vendor profiles. Primary user leaves and has not added a new user. How does the new contact register?
  - Per BAFO #3 response, a supplier administrator within the Vendor business can add users to the business account. Per the demonstration, if the sales rep that left was the admin, then the vendor can contact SOVRA’s helpdesk for assistance for access to update vendor profile.
- Can a W9 be uploaded to a vendor’s profile
  - Per BAFO #3 response, yes.
- Description of how County accesses the SOVRA vendor pool is not clear – it says SOVRA allows the County to advertise to the pool but this isn’t the same as drawing registered vendors into a solicitation list
  - In the demonstration, along the left of the screen there were choices and filters to select. For example, Missouri vendors and commodity codes to access their large vendor pool not specific to Boone County. Can also email a non-registered vendor the details of the solicitation and an invite to register.
- If County does not renew contract, how does the County’s information/data get extracted from your system and given to the County?
  - Per BAFO #3 response, SOVRA provides the customer with an extract of contract/agreement data and related documents as requested with no cost.
- Upload documents limited to 250MB but SOVRA mentions that 2G is available on request – does this involve an additional charge? 2.3.4. – can upload up to 500 MB (page 10).
  - Per BAFO #3 response, the request to use 2G documents does not have an additional charge. 500 MG is the standard document upload size.
- Their proposal begins with “Confidentiality and Trade Secrets”. They will need to provide a new proposal response that we can review that will become part of public record at a later date.
  - Provided new RFP response in BAFO / Clarification #1



- Unclear on the meaning to the response to section 2.9.1. “Suppliers register in the SOVRA platform at the Purchasing Group level (e.g., Missouri Purchasing Group)”. Do they mean there is a Missouri Purchasing Group or are they meaning a group just for Boone County, Missouri.
  - Per BAFO #3 response, Vendors register with different groups and commodity codes.
- Is the kick-off meeting SOVRA personnel attending live or virtual? If live, this might be adding to their cost? (page 25).
  - Per BAFO #3 response, it’s virtual and been included in the pricing.

### **Concerns:**

- Not clear what kind of notification Buyer receives about questions pending on active solicitation. Do we get an email?
  - Per BAFO #3 response, no email to buyer, but can resend notifications through the audit tab. Questions can be turned into addendums in the system.
- Bounced emails are not listed so there’s no way to know if a supplier received the bid notification (per demonstration).
- Not clear if SOVRA can post pre-bid.
- Pages 27-28 - Proposal Assumptions - first one needs IT to weigh-in; 2nd one seems to say the suppliers get no support as part of basic bid; doesn't support integration to other County systems (need IT to weigh-in?); pricing is based on 5 full users for e-procurement and CLM - what if we don't want CLM? etc. it goes on. (If they are a finalist, Purchasing will have IT review this section).
- To get a vendor list that includes addresses and emails, would need to create a custom report template (per demonstration).
- Cannot add questions specific to one line item (demonstration) so also cannot add the model and manufacturer per line item.
- Bid line items are limited to the available templates in the system.
- Customization appears to be limited (during the demonstration).
- Can a bid be sent to only one vendor and that vendor send a secure response (BAFO process)?
  - Per BAFO #3 response, no.
- Can start 01/01/2025 if awarded by 11/01/2024. But page 24 shows a 4-month implementation time frame; see also page 28 that talks about a 16-week implementation
  - Per BAFO #3 response, they can begin 01/01/25 if they have a contract by November 1. (County can’t have a contract in place by November 1).
- Can a vendor view a bid without registering as a vendor and can an un-registered vendor download the bid solicitation?
  - Per BAFO #3 response, they must be logged in to download. This permits customers to monitor supplier activity including when they access the solicitation and download attachments. This is seen as a strength for tracking vendor interaction with a bid but also a concern because the only way to add unregistered vendors to a bid solicitation is through a courtesy e-mail. There isn’t a feature specific to a bid for adding unregistered vendors which hampers the ability to solicit a recommended vendor who is not already registered on the SOVRA system. This appears to compromise the ability to have a complete, accurate bid-solicitation specific bidders’ list.

## **Experience and Expertise**

### **Strengths:**

- Can trace history back 30-years leading the way in procurement and contract management innovations.
- 95% retention of existing customers
- Name personnel – all experienced, some with long tenures – knowledgeable about e-procurement systems. The proposed team has been with the firm long-term, from 5 to 30 years (pages 21-22).
- Have escalation procedure – addressed by job title, 3 levels of escalation

- Support 6,500 buying agencies and 650,000 suppliers (cover letter). 11,967 vendors registered in Missouri (page 6).

**Concerns:**

- Only provided one County reference and no Missouri references.

#### OFFEROR #4: Ion Wave Technologie,s LLC (owned by EUNA Solutions)

X It has been determined that **Ion Wave Technologies, LLC** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_\_\_ It has been determined that **Ion Wave Technologies, LLC** has submitted a **non-responsive** proposal.

Location: Springfield, MO

Timeline: Currently using so no implementation timeline needed.

#### Method of Performance (Project Approach)

##### Strengths:

- SaaS Subscription - Annual – County provides web browser/ISP
- Self-service by vendor and free to suppliers to use – have to register to bid
- Ion Wave has their own standard commodity/category structure for electronic bidding that is free of charge or can use NIGP, UNSPSC, NAICS, SIC or a custom structure (which others may have licensing fees). (page 19)
- W9 is uploaded to vendor profile rather than bid specific.
- Unlimited number of documents can be uploaded by bidder to their response. 2.3.4. – can upload up to 100 MB (page 10).
- They have very simple to use, free commodity codes
- Supplier participation is tracked to vendor profile
- County can create bid templates, can create multiple libraries: library for bid headings (general) and for attributes, etc. through Administrator function
- County can create bid templates in IonWave and upload bid documents
- Bids can be copied
- Text can be copied from Word into Ion Wave– very easy to use
- Easy to create line items and manage them. Can add what Ion Wave calls “attributes” to line items so can add for example, the model # and manufacturer for the vendor to complete along with pricing per line item.
- Shows bid tabs by item, by bidder – documents feature easy to use once you learn how to use it – Supplier Response documents generated by ion Wave are stored in different place than uploaded documents – have to learn to download both – customizable -can be exported to Excel
- Q/A feature generates notification to buyer about pending question
- System notifies Buyer by e-mail when bids fail to be submitted and when bids are successfully submitted
- Bids have dashboard where buyer can view supplier activity
- Eproc system secure – bids go into lockbox and cannot be accessed until the bid has been unsealed
- Bid addendums feature easy to use. IonWave keeps track of Addenda count as each Addenda is done.
- Draft status and Issue status easy to use and a good security feature
- Can add hard copy bids which is desirable since the County works with electronic and paper bid submittals.
- Can create a systemic disclaimer
- Has construction bidding capabilities: unlimited # of attachments can be uploaded – Buyer limited to 250MB; Suppliers limited to 100MB – same for downloading capabilities; can share files with designated 3<sup>rd</sup> parties if they are registered on Ion Wave – otherwise not; plan holders lists can be e-mailed; Bidders can upload electronic bid bonds and can also ask for them to enter the bid bond

confirmation number as an attribute when bidding electronically. (page 31) (this is not the same as a e-bonding functionality)

- Provides web-based training – team Meetings; on-going support and training; on-line tutorials and other help available
- Customer support is offered 8:00 am – 5:00 pm, but customer support can be contacted after hours by sending email requests (page 44). If we know we are working on a critical bid after hours, they will provide cell phone numbers.
- Support to vendors usually at Buyer’s request – available to suppliers by phone and e-mails
- No concern related to migrating existing registered vendors since we are a current customer.
- It’s easy to log into a bid event and see the status of the invited suppliers: Viewed, Unsubmitted, Submitted, Retracted (page 26).
- Training is always free during the contract term (page 43)
- Response time to customer support inquiries is significantly less than one hour (page. 45).
- Small company with 330 customers. (Page. 51) which could create a more personal relationship between us and them.
- The system allows for solicitations to be viewable with or without the vendor registering. The agency has the option to choose if the vendor must register to download the bid.

#### Clarifications:

- They took exception to Boone County’s Standard Terms and Conditions because they want to use their own standard agreement (page 72). Several terms in the Service Agreement boilerplate IonWave submitted are unacceptable (page 59). They provided their own Euna contract standard agreement which will have to be carefully reviewed with Legal. (page 58). Some terms will be unacceptable. Examples include indemnification of Euna which is not allowed by law. County does now agree that Euna can use us in their marketing material. Choice of law will have to be Missouri, not Delaware. Choice of Forum will not be Delaware but the 13<sup>th</sup> Judicial Court.
  - Per BAFO #3, they agree to all these changes.
- Not clear what triggers \$150/hour for “additional” training – what is “additional”?
  - Per BAFO #3, they’ve only charged that a few times in the last 20 years for custom training requirements. For non-standard training program.
- We need to ask for the redacted copy of the RFP that is part of public record and destroy what they have sent. We’ll evaluate based on what can become part of public record, not what they originally provided (page 14).
  - Took out “confidentiality” and provided replacement RFP response in BAFO / Clarification #1 response.
- Ion Wave has increased their price by almost 87% from what we are currently paying. They have included their Bid Evaluation Scoring with that. What would be their price without Bid Evaluation Scoring? (page 40). Also want to confirm that their Single Sign-On \$1,000 fee is truly annually as they say. “Single Sign-On” and “Annually” seem to conflict.
  - Per BAFO / Clarification #1, waived the sign-on fee. Did not lower any other pricing as the Bid Evaluation is part of their standard package now.
  - Lowered pricing per BAFO #2 when County lowered users from five to three.
- In demo, want to see a vendor register, Bid Evaluation Scoring, where to access the Supplier Guide (PDF).
  - Per BAFO #3, all HELP documents can be found by clicking the HELP icon, which is a question mark inside a circle, in the top navigation bar. The HELP section pop-up window allows you to choose which area of the system you would like to access.
  - All of the above demonstrated during the presentation.

### **Concerns:**

- Only W9 and FEIN/TIN's are associated with a vendor profile – other documents like certifications, etc. are not
- Not clear how County accesses the 98,000+ vendors registered across Ion Wave systems – is this by using a commodity code tied to a specific solicitation or some other way? Is there an additional charge?
  - Per BAFO #3, it sounds as though we don't actually do anything on our end when sending out a bid. Supplier Level: Requests suppliers register for our site. Bid Event Level: Requests suppliers register for our site AND suggests the Bid Event they may be interested in responding to. There does not appear to be a way that the County can actually do a search to find new potential vendors from the vendor pool.
- Adding hard-copy bid is cumbersome
- Bid tabulations don't accurately account for renewal adjustments – they get added to total which makes the total inaccurate

### **Experience and Expertise**

#### **Strengths:**

- Providing electronic sourcing solutions to public sector clients since 2002 (page 50)
- County has used since 2019 – successful – good support – Recy Moore is excellent support resource. The customer support provided by Ion Wave's HelpDesk has been exceptional for the Purchasing staff with prompt response and clear communication. Sometimes they make a quick training video on how to create a particular bid's line items.
- Has over 330 customers nationwide
- Personnel experienced in e-procurement systems and public procurement
- Recy Moore is identified as the Customer Success Manager – a positive that Ion Wave has a CSM3
- Their target market is local Government and Education (page 50).
- Provided two County references and one education (with the education being in Missouri) (page 51). Surprised they didn't provide a reference for the City of Columbia, Missouri.

#### **Clarifications:**

- Escalation procedure not addressed
  - Per BAFO #3, starts with support team. Then goes to product manager (Whitnae Meyers), then to Senior Development Manager (Matt Flint) if technical support is needed.
- It looks like with the State of Missouri their legal name is Ion Wave Technologies, LLC, but on their bid response, it says Ion Wave Technologies, Inc. Is that a d/b/a?
  - Per BAFO #3, legal name is Ion Wave Technologies, LLC.
- How long has their CEO been with Ion Wave? (page 52). It looks like the longest one of their executives have been there is 6 ½ years. (page 52).
  - Per BAFO #3, CEO of EUNA since 2023. The Chief Product Officer with Ion Wave for 22 years.

#### **Concerns:**

- Only have 330 customers and have only added 22 agencies in the past year.

**OFFEROR #5: OpenGov, Inc.** (also partner with BonFire, owned by Euna Solutions)

X It has been determined that **OpenGov, Inc.** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

       It has been determined that **OpenGov, Inc.** has submitted a **non-responsive** proposal.

Location: San Jose, CA

Timeline: 5 Months (Appendix, page 9)

**Method of Performance (Project Approach)**

**Strengths:**

- SaaS Subscription - Annual – County provides web browser/ISP
- Self-service by vendor and free to suppliers to use (page 17).
- Use NIGP, UNSPSC and NAICS codes
- Can upload documents like W9 but only to solicitation
- County will have access to 280,000+ vendors in the OpenGov network.
- County can create forms that can be saved to vendor's profile
- County can create bid templates and upload solicitations
- Has Q/A functionality but couched in terms of ability to create an addendum
- Buyer can view suppliers' activities on active bids – can see who submitted, time stamps – dashboard can be customized (vendor analytics)
- Bounced e-mails are shown in an email activity log for the solicitation.
- Secure e-bidding system – bids cannot be accessed until bid opening; suppliers can retract a bid prior to bid opening
- Can add hard copy bids
- Can create disclaimer
- Can post pre-bid information in bid
- Has construction bidding functionality: files can be uploaded without size limits; suppliers can download and print files as needed (but OpenGov has questions about this process); suppliers can share link to 3<sup>rd</sup> party to retrieve or download and export/share; plan holders lists can be public so 3<sup>rd</sup> parties can subscribe and receive notifications to view; can accommodate notice about e-bond but does not have e-bond capability
- Training is online video conference; can do live training; have on-line Help Center, help articles, tutorials; on-board Project Managers; live chat; FAQs
- Customer Support for both County and vendors from 4:00 a.m. PST to 7:00 p.m. PST, excluding OpenGov holidays (page 59)
- OpenGov will import list of the County's vendors, their contact info and coding so County's vendors are notified when OpenGov goes live.
- Provides standard reports - ad hoc reporting is only available buying the Reporting & Transparency module
- Would be interested in seeing how AI Scope Assistant works in a demo (page 14)
  - Provided in demonstration
- Has a Networked Scope Library to search other public sector scopes/solicitations (page 14)
- Live chat support to both agencies and vendors (page 14).
- Vendors can save forms and attach to future bids such as E-Verify, Debarment (page 23)

- E-bid bond can be scanned and uploaded, and their transaction number entered. (page 37)
- Note: not a strength or concern, but they will invite vendors to register from an email address list that we provide to them. (page 60)
- Vendor only has one account at OpenGov that they use for all agencies. They don't have to register separately with each agency (page 61).
- We can choose to send out our bid by city, state, or zip code as long as we use "category codes" (page 61)
- They track vendor classifications so could send bids to MBE/WBE (page 63). Can get a specific list of vendors for pre-defined categories.
- 2.3.4. – can upload files in any size or format (page 36).

### Concerns:

- The Software Implementation fee of \$29,145 as a one-time fee. That makes this solution too expensive. (page 51-52). They state it is subject to change, though, so possibly could be negotiated lower.
  - **Following BAFO #1, their pricing was lowered a little, but the implementation fee was not lowered. Considering our budget for 2025 if \$15,000, this proposal will not work for the County. This vendor is not being considered for scoring.**
- County cannot edit vendor profile
- Cannot upload W9 to vendor profile
- Vendor rating only available if County buys Contracts module
- Not clear what OpenGovs standard bid tabulations look like – proposals says County can customize scoring criteria and evaluation methods – not sure what this means – not sure if bid tabs can be customized
- How the Q/A feature works is not clear and it's not clear what notification is sent to Buyer about a question pending on an active solicitation
- No e-mail notice sent regarding bounced e-mails – have to check email activity log
- Not clear if checklists for a bid can be created
- Ad hoc reporting is only available buying the Reporting & Transparency module
- 10-week implementation – yet training happens 30 days ARO? Their proposed timeline of five months won't work for having a contract in place by January 1, 2025. (page 23)
- They attached their own contract that would need to be reviewed. Not sure why it discusses Travel Expenses. Why would they travel here? Also, would not agree to our Logo being used in their marketing. Confidentiality clauses, injunctive relief, etc.
- Their vendor registration is not linked to their EIN # so it appears that as many people from their organization can register with different vendor numbers.
- They do not have their own coding system. The County would need to subscribe to NIGP commodity codes (The County prefers NIGP over UNSPSC, NAICS).
- How long is the response time to the HelpDesk request? (page 58-60)
- They offer budgeting, financial management, procurement, citizen services, reporting, permitting and licensing. Are they more an ERP written for Finance rather than specific to Purchasing? (page 73). It also appears as though their Purchasing module is offered through Bonfire as they partner with them.
- How do we access their vendor pool when sending out a bid? Is there an additional charge or a particular module you have to purchase to do this?

## Experience and Expertise

### Strengths:

- Founded in 2012 – leading provider of cloud-based software solutions for the public sector. Offering e-procurement for the past 7 years. (page 74)
- OpenGov team has more than 30 yrs combined government procurement experience - have implemented 290+ systems
- Has escalation procedure.
- Will have a Contract Success Manager.

### Concerns:

- Escalation procedure has no names or job classifications other than working with Project Manager
- CSM (Customer Success Manager) not identified
- No references provided for Missouri agencies
- The Manager-Implementation Consultants and Project Manager only been with OpenGov since 2021. (page 78-79)



## OFFEROR #6: PlanetBids, LLC

X It has been determined that **PlanetBids, LLC** has submitted a **responsive** RFP response meeting the requirements set forth in the original Request for Proposal.

\_\_\_ It has been determined that **PlanetBids, LLC** has submitted a **non-responsive** proposal.

Location: Studio City, California

Timeline: 4 weeks or less (page 46-47)

## Method of Performance (Project Approach)

### Strengths:

- SaaS Subscription - Annual – County provides web browser/ISP
- Self-service by vendor and free to suppliers to use
- Use NIGP, UNSPSC, and NAICS codes
- Vendor's contact info, commodity codes, certifications, licenses, expiration dates of such - loads to vendor profile
- Forms the County creates can be loaded to vendor profile (p23)
- W9 can be entered at solicitation level
- Vendor Performance can be logged on a comments tab – otherwise the Contracts Module has to be purchased (page 19)
- Can create bids in Planetbids and import them using **Document Writer**
- Can create multiple libraries
- Can add hard-copy bids
- Secure e-bid system – bids cannot be accessed until bid opening
- Bid Tab report can be exported to Excel for customization
- Has Q/A functionality and bidder is notified if there's a pending question
- Public can view bids without logging-in; to interact with a bid requires bidder log-in/register. System tracks logged-in vendors.
- Has addendum feature
- Has ability to allow customizable messages to Bid Tabs and Awards Tabs
- Has construction bidding capabilities: County can upload unlimited documents; supplier can download unlimited; supplier can send any file to 3<sup>rd</sup> party; suppliers can upload up to 1GB but PlanetBids recommends putting this at 150M to ensure the vendor does not submit more information than is required (page 17); plan holders list is publicly viewable; Could host e-bonds if purchase Advanced eBidding for Public Works (ABPW module) for \$3,740 a year.
- Training done online with follow-up webinars - online user guides. PB is developing on-demand training available to users and vendors. Live online training will be available (3 hours)
- County and vendor support are via online FAQ's, online user manual, support ticket process, phone and e-mails
- County and Vendor managed support offered 8:00 am -8:00 pm eastern time, excluding U.S. holidays. (page 26)
- County and vendor support are via online FAQ's, online user manual, support ticket process, phone and e-mails - average response time in 10 minutes or less (page 26).
- Can migrate Ion Wave vendors – need Excel file. They can also blast vendors to register from our provided list.

- Several standard reports available
- When registering, vendors can complete vendor classifications (MBE, WBE, etc.), including their certification number, certification expirations dates, business license, contractor license, commodity codes, etc. (page 4)
- The County can run statistical reports on vendor participation in bids, including classification tracking (Page 5). Although this would have an increase in charge for Prequalification Management for \$4,000.
- The County can conduct collaborative searches and email vendors registered with other PlanetBids agencies for greater outreach. (page 5, 7). PlanetBids has over 1,000,000 vendors registered nationwide (page 7). Can send bid by *Bid Broadcast* to tap into the PlanetBids vendor database (page 12).
- For construction bidding, contractors can submit e-bid bonds from the electronic surety companies and County can verify the bond from the e-bond company site (page 6).
- PlanetBids currently connects with SAM and other 3<sup>rd</sup> party websites for vendor verification of debarment and an connect to additional sites such as eVerify (page 7).
  - Demonstration provided during presentation.
- The Bid Management (BM) module includes the Bid Spec Library (BSL) which offers access to 1000s of bids conducted by PlanetBids agencies (page 9). Can search for coop or piggy-backable bids or find partners for other bidding events.
- RSVP pre-bid meeting management (page 10, 29)
- When conducting e-bids, the system will force the vendor to acknowledge each addendum before starting the Place e-Bid process. (page 12).
- The first log-in a vendor does opens the bid then puts them on the prospective bidder's list (page 14)
- Bounce back notices due to invalid emails are flagged in Vendor Management. County can provide an email box for all bounce back notices to be sent so the County can view out of office notices, left the company, etc. in real-time. (page 14)
- Would like to see their RFP Evaluation, Project Evaluation Module (PE), in demo (page 18)
  - Demonstrated during the presentation
- County will be assigned a dedicated account manager (page 26).
- Can a vendor view a bid without registering as a vendor and can an un-registered vendor download the bid solicitation document?
  - Per BAFO #3 response, documents are marked public or private. Public are freely accessible.
- Can a bid be sent to only one vendor and that vendor send a secure response (BAFO process)?
  - Per BAFO response #3, Yes, that can be achieved by creating a By Invitation Only bid and selecting a single vendor.

**Clarifications:**

- Not sure if we need to buy and pay added costs for Custom Report Development to get a Suppliers bid List or a Bid Tab. Do we have to buy Document Management to get a supplier report that an additional \$3,951? Clarify what reports are standard if the County only purchases the Vendor and Bid Management module. What kind of reporting do we get if we don't buy Custom Report Development (this is actually \$250/hour) or Document Management (\$3,951.00)? I'm interested in knowing what kind of archival data we have access to and can print that come with their bid Management and Vendor Management modules. We want to print bids. We want to print supplier lists at the very least.
  - Per BAFO #3 response, no we do not need to purchase Custom Report Development to get a supplier bid list or a bid tab, nor purchase Document Management for a supplier report. The standard list of reports was provided in BAFO #3 response.
- What does on-going maintenance and training cost – it's included in the one-time set-up charge but is maintenance included in the renewal price – what ongoing support does the County get when it renews the contract?
  - Per BAFO #3 response, new releases may have new functions that require additional licensing and costs if the agency chooses to utilize those new functions. There are free monthly webinars,

known as Inside Scoop, and provide user guides. Also, a support line is available to assist with any questions.

- The County can conduct collaborative searches and email vendors registered with other PlanetBids agencies for greater outreach. (page 5, 7). PlanetBids has over 1,000,000 vendors registered nationwide (page 7). Can send bid by *Bid Broadcast* to tap into the PlanetBids vendor database (page 12). What does that look like? Demo? How do we access your vendor pool when sending out a bid? Is there an additional charge or a particular module you have to purchase to do this?
  - Per BAFO #3 response, the County utilizes Bid Broadcast to search for vendors registered with other agencies by categories, state, city, and more.
  - Demonstrated during the presentation.
- Is there an upcharge for *Document Writer* that allows County to develop bids in PlanetBids or to import
  - Per email dated 10/07/24, there is an additional charge but the County doesn't need it. It's not required to post and manage bids in any way. It's a module used to help write and format specific documents like a contract with lots of clauses.
  - Per BAFO #3, *Document Writer* enhances creating bids by offering tools like templates, pre-bid clauses, and collaborative editing to streamline bid document creation.
- Would like to see a bidder's solicitation report in demonstration. And can it generate and be printed from the Bid Module.
  - Demonstrated during the presentation.
- When County contract ends and doesn't renew, how does County's information/data get extracted from your system and given to County?
  - Per BAFO #3 response, they offer a variety of reports and export options.
- What happens when the person that registered the agency under the EIN # leaves and their email is no longer valid.
  - Per BAFO #3 response, County can enable an option that allows vendors to create an additional profile using the same Tax ID. If the main contact in the profile leaves, the system will prompt them to submit a support ticket when they try to login or register. Their profile will be updated through the support ticket process.
- On page 9, where it says "Users can research the best way to .....reviewing prospective bidders' lists...." Does that mean we can see the bidder's lists from other agencies' bids?
  - Per BAFO #3 response, yes, we can review and export the list of Prospective Bidders from other agencies. These vendors will be accessible in the Vendor Management collaborative, where we can also email them directly.
- Bottom of page 21 says PlanetBids is a CentralSquare partner. What are they currently doing with other agencies that use Central Square and PlanetBids? What is integrated? Contract management?
  - Per BAFO #3 response, there is not currently any integration.
- Note: not sure vendor migration will work since the commodity coding would be different. They recommend if our vendor files are not current, that we provide them with the vendors email to notify them to sign up (page 27).
  - Per BAFO #3 response, they can send a blast to our vendors with a link to our vendor portal for registration.
- What is the maximum percentage increase for each additional renewals, years 2-4 per requirement on page Response Page.
  - Provided in BAFO / Clarification #1
- Not sure if we need to buy and pay added costs for Custom Report Development to get a Suppliers bid List or a Bid
  - Per demonstration, "no".

### **Concerns:**

- Need a 3<sup>rd</sup> party web browser plug-in to enhance operation-ability. (If award to PlanetBids, Purchasing will schedule a meeting with our IT to discuss technology needs).
- What is the one-time set-up for just the Bid and Vendor management modules – is it \$2k or \$5k? If we award other line items, but not all line items, is start up still \$5,000?
- Planet Bids does not have their own commodity code system so would need to subscribe to NIGP, the County's preference over UNSPSC, NAICS (page 5).
- County cannot edit vendor profile.
  - Per the demonstration, only a user admin can edit their profile. If the Sales Rep that leaves is the admin, then the vendor needs to contact PlanetBids helpdesk to resolve. The County sees this as both a plus for putting the responsibility on the vendor, but also a concern in that sales representatives leave their companies without changing who the admin is on the account all the time.
- Customizable messages (like disclaimers) are possible but it's a message posted to Bid Results and Awards tabs – it's not systemic.
- The only way to add unregistered vendors to a bid solicitation is through Vendor Management. There isn't a feature specific to a bid for adding unregistered vendors which hampers the Buyer's ability to solicit a recommended vendor who is not already registered on the PlanetBids system.

### **Experience and Expertise**

#### **Strengths:**

- PB has specialized eProc solutions for over 24+ years. Established in 2000.
- Only five agencies have left in the past two years. They added 97 new agencies in the past two years. (page 36)
- Experienced team – 20 yrs experience with GovTech business building, software development – managed over 200 implementations
- Has escalation procedure – has three tiers of named personnel
- Provided two County references and one Missouri school district (page 34)
- Account Executive Courtney Kasper who would be our dedicated Account Executive has been with PlanetBids since 2007 and has managed over 200 successful implementations (page 41).

#### **Concerns:**

- CEO has only been there since 2023. VP of Marketing and Sales, CTO, Sr. Account Executive, V.P. of Finance – do not appear to have been with PlanetBids long. (page 38, 39, 40, 42, 43)

**SUMMARY:**

The evaluation committee initially met on September 26, 2024 to review the six proposal responses received. It was decided at this time to lower our "users" from five to three to see if the costs would lower. A best and final offer was sent to all six Offerors.



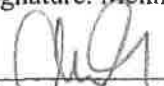
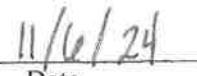
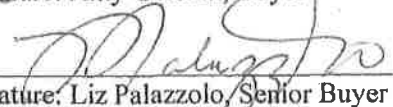
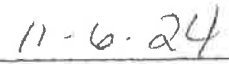
Following review of the BAFO that lowered the Purchasing Department's users from five to three, it was determined that OpenGov's implementation fee of \$29,145 is too high for them to be short-listed for a demonstration or scoring. The County's budget for 2025 is \$15,000. The committee decided to invite the other vendors to provide a demonstration of their system and to answer some additional clarification questions.

Following the demonstration and BAFO #2/clarification questions, the Committee scored the proposal responses. Cost points were calculated over the total five-year contract based on the modules the Purchasing Department would need.

**Recommendation for Award: Multi-Vendor Award with contracts beginning on January 1, 2025**

**IonWave for \$13,500 annually which includes Electronic Bidding; Supplier Management; Bid Evaluation Scoring & Annual Support.**

**Beacon for \$1,500 which includes Bid Research Suite for three (3) months.**

 _____ Evaluator's Signature: Melinda Bobbitt, Director of Purchasing	 _____ Date
 _____ Evaluator's Signature: Amy Gerskin, Buyer	 _____ Date
 _____ Evaluator's Signature: Liz Palazzolo, Senior Buyer	 _____ Date

**EVALUATION REPORT FORM**

**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

**Request for Proposal: 37-09SEP24 - e-Procurement Subscription Service**  
 Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

				For Purchasing Use Only		
	NAME OF OFFEROR	Method of Performance (Project Approach) (30 points)	Experience and Expertise (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
1	Ion Wave	28	20	48	35	83
2	PlanetBids	26	18	44	37	81
3	Beacon Bid	16	13	29	50	79
4	Bonfire	25	19	44	30	74
5	SOVRA	17	18	35	36	71
6	OpenGov - Not short listed for scoring - pricing way over budget for year 1					n/a

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a narrative, which highlights some, but not all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, MO or any other party.



Ion Modules	Ion Wave Technologies
Electronic Bidding; Supplier Management; Bid on Scoring & Annual Support	\$13,500.00
Sub-total to calculate renewals on	13,500.00
Commodity Codes (use their own)	\$0.00
<b>TOTAL</b>	<b>13,500.00</b>
Renewals (4% annual increase was waived and dated 10/2/24)	\$13,500.00
	\$13,500.00
	\$13,500.00
	\$13,500.00
4 years of renewals	\$54,000.00
<b>TOTAL COST FOR FIVE YEARS (on minimum County requires)</b>	<b>\$67,500.00</b>
	<b>35</b>

Description	SOVRA dba BidNet
<b>Base Modules</b>	
Yearly SaaS Price	\$11,440.00
One-Time Implementation Price	\$4,737.00
<b>Year 1 sub-total to calculate renewals on</b>	<b>\$11,440.00</b>
Year 1 and all renewals - NIGP Code Annual fee (waived fee - they own)	\$0.00
Commodity Codes - NIGP start up licensing fee (waived)	\$0.00
<b>Year 1 TOTAL</b>	<b>\$16,177.00</b>
<b>Renewals (3% annual increase)</b>	
Year 2	\$11,783.20
Year 3	\$12,136.70
Year 4	\$12,500.80
Year 5	\$12,875.82
Total for 4 years of renewals	\$49,296.51
<b>TOTAL COST FOR FIVE YEARS (on minimum County requires)</b>	<b>\$65,473.51</b>
	<b>36</b>



<u>on</u>	<b>Beacon</b>
<b>dules</b>	
ree E-Pro; Beacon E-Bid Premium	\$4,000.00
esearch Suite	\$5,000.00
<b>sub-total to calculate renewals on</b>	<b>\$9,000.00</b>
ity Codes (use their own)	\$0.00
<b>TOTAL</b>	<b>\$9,000.00</b>
<b>Renewals (3% annual increase)</b>	
	\$9,270.00
	\$9,548.10
	\$9,834.54
	\$10,129.58
4 years of renewals	<b>\$38,782.22</b>
<b>TOTAL COST FOR FIVE YEARS ( on minimum requires)</b>	<b>\$47,782.22</b>
	<b>50</b>

<u>Description</u>	<b>Bonfire</b>
<b>Base Modules</b>	
Sourcing: Vendor/Supplier Management, Construction Bidding, RFP Evaluaton, Insurance Certificate management	\$14,000.00
Implementation	\$1,000.00
<b>Year 1 sub-total to calculate renewals on</b>	<b>\$14,000.00</b>
Commodity Codes - NIGP start up licensing fee	\$355.00
Year 1 NIGP Code Annual fee	\$598.50
<b>Year 1 TOTAL</b>	<b>\$15,953.50</b>
<b>NIGP Commodity Codes (although they will probably have yearly increases)</b>	
Year 2	\$598.50
Year 3	\$598.50
Year 4	\$598.50
Year 5	\$598.50
Total for commodity codes	<b>\$2,394.00</b>
<b>Renewals (3% annual increase)</b>	
Year 2	\$14,420.00
Year 3	\$14,852.60
Year 4	\$15,298.18
Year 5	\$15,757.12
Total for 4 years of renewals	<b>\$60,327.90</b>
<b>TOTAL COST FOR FIVE YEARS ( on minimum County requires)</b>	<b>\$78,675.40</b>
	<b>30</b>







**John R. Ashcroft**

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

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### Search for a Business Entity

Required Field \*

Exact Match searches should include corporate designations (Inc., llc, etc.) and punctuation.

We recommend you do not include these for other searches.

Search Business Name

#### Search for a Business Entity

Business Name \* govoptics

Includes names Starting With

Only Active Corporations

SEARCH

Search Results as of 11/6/2024 11:58 AM

Change page:

Page 1 of 1, Items 0 to 0 of 0

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
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No records to display.

Change page:

Page 1 of 1, items 0 to 0 of 0.



**John R. Ashcroft**

Missouri Secretary of State

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### Search for a Business Entity

Required Field \*

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation.  
We recommend you do not include these for other searches.

Search Business Name

#### Search for a Business Entity

Business Name \* beacon bid

Includes names Starting With

Only Active Corporations

Search

#### Search Results as of 11/6/2024 11:59 AM

Change page:

Page 1 of 1, Items 0 to 0 of 0.

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
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No records to display.

Change page:

Page 1 of 1, Items 0 to 0 of 0.

- Any Words <sup>(i)</sup>
- All Words <sup>(i)</sup>
- Exact Phrase <sup>(i)</sup>

e.g. 123456789, Smith Corp

- Classification v
- Excluded Individual v
- Excluded Entity ^

**Entity Name**

- 
- beacon bid x
- govoptics x
- ion wave x

**Unique Entity ID**

e.g. HTYR9YJHK65L

**CAGE / NCAGE**

- Federal Organizations v
- Exclusion Type v
- Exclusion Program v
- Location v
- Dates v

Reset



## No matches found

We couldn't find a match for your search criteria.

- Any Words (i)
- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

Classification



Excluded Individual



Excluded Entity



**Entity Name**

ion wave technologies ×

Euna Solutions ×

GTY Technology Holdings ×

**Unique Entity ID**

e.g. HTYR9YJHK65L

**CAGE / NCAGE**

Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



Reset



## No matches found

We couldn't find a match for your search criteria.

## SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, **County Contract # C000874**, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this "**Agreement**"), dated as of January 1, 2025 (the "**Effective Date**"), is by and between Ion Wave Technologies, LLC (referred to as "**Licensor**" or "**EUNA**," as part of the EUNA brand) Boone County, Missouri ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

### 1. Definitions.

a. "**Aggregated Statistics**" means data and information related to Customer's use of the SAAS Offering that is used by EUNA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

c. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

d. "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

e. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

f. "**Documentation**" means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. "**Fees**" means the fees set forth in the applicable Order Form.

h. "**Intellectual Property Rights**" (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other



intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. “Law” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. “**Order Form**” means the order form between the Parties that incorporates this Agreement.

k. “**Public Facing Software**” means a portion of the Software made available by the Customer to members of the general public.

l. “**SAAS IP**” means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Aggregated Statistics and any information, data, or other content derived from EUNA’s monitoring of Customer’s access to or use of the SAAS IP but does not include Customer Data.

m. “**SAAS Offering**” means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. “**Professional Services**” means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form (“Statement of Work”), if applicable.

o. “**Term**” has the meaning set forth in Section 10 a.

p. “**Third-Party Products**” means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Aggregated Statistics. As between EUNA and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Aggregated Statistics based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available

upon request and online at <https://eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

#### 4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

#### 5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or,

if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

#### 6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time at on Euna's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time at on Euna's website (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

#### 7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy.. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including

all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

## 9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s representatives (including EUNA’s affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party’s breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party’s possession prior to the Disclosing Party’s disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party’s rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party’s request, provide reasonable assistance in opposing such action at the Disclosing Party’s cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party’s Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer’s Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required

to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

#### 10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on January 1, 2025 and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately



discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non-appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. With as much notice as is feasible, prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA.

g. Survival Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

#### 11. Indemnification.

##### a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. Intentionally Omitted.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents.. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work

together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. **Authorized Reseller Status; Option to Purchase Affiliate Products.** GTY Technology Holdings Inc. dba Euna Solutions (“Euna”) is the parent company to multiple other SaaS companies (such subsidiaries, “Affiliates”). These products and services may vary during the Term, but generally include, but are not limited to, software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions (“Affiliate Products”). As of the Effective Date, Affiliates include Questica Ltd., eCivis Inc., Ion Wave Technologies, LLC, DemandStar Corporation, Sherpa Government Solutions LLC, CityBase Inc., and GTY Software Inc. in Canada. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate’s additional product terms and will have the opportunity to review and consent to such terms.

17. **Entire Agreement.** This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, [legal@eunasolutions.com](mailto:legal@eunasolutions.com) shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Missouri, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Missouri, United States of America.

27. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and

Missouri. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. “**Force Majeure Events**” means events beyond a Party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

32. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

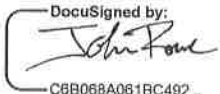
[signature page follows]

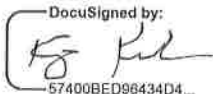
The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Ion Wave Technologies, LLC

Boone County, Missouri

By: Boone County Purchasing

By  C8B068A061BC492...

By  57400BED96434D4...

Name: John Rowe

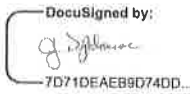
Name: Kip Kendrick

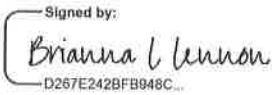
Title: Senior Director of Sales and Expansion

Title: Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

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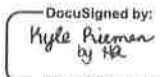
 D267E242BFB948C...

CJ Dykhouse, County Counselor

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 the contract do not create a measurable county obligation at this time.)

 E8910B24AAAC49D...

12/19/2024

1118 / 70100 \$13,500

Signature

Date

Appropriation Account

631-2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

December Session of the October Adjourned

Term. 20 24

County of Boone

} ea.

In the County Commission of said county, on the

23rd

day of

December


20 24

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

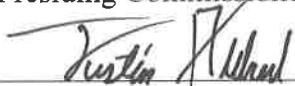
Now on this day, the County Commission of the County of Boone does hereby approve the award of County Contract C000942 awarded from cooperative contract EC07-23 for 9-1-1 Equipment & Emergency Notification Software and Service with Intrado Life & Safety Solutions Corporation of Chicago, Illinois for 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 23rd day of December 2024.

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, CPPO, C.P.M  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65202  
Phone: (573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: December 17, 2024  
RE: Award of Contract C000942 from cooperative contract EC07-23 for 9-1-1 Equipment & Emergency Notification Software and Services (HGAC Contract)

Purchasing requests permission to award contract C000942 using cooperative contract EC07-23 for 9-1-1 Equipment & Emergency Notification Software and Services established by H-GAC, the Houston-Galveston Area Council cooperative purchasing organization. Said contract is with Intrado Life & Safety Solutions Corporation of Chicago, Illinois.

The purchase is for ECaTS Reports Silver Bundle which is a reporting subscription that supplements the VIPER subscription purchased under EC07-18 which is no longer available for new acquisitions.

The contract runs December 19, 2024 through June 30, 2025. The contract has no renewal options but shall be extended month-to-month until the three-year subscription period terminates.

This is a Term and Supply contract for IT. There is a specific initial purchase described below. The IT Department will use the following Department/Account codes for the ECaTS Reports Silver Bundle:

- 2708 – 911/Emergency IT Hardware & Software/70100 Software Subscriptions: \$936.00

/lp

c: Contract File



**CONTRACT AGREEMENT FOR  
9-1-1 EQUIPMENT & EMERGENCY NOTIFICATION SOFTWARE AND SERVICES  
FOR THE BOONE COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

**THIS AGREEMENT**, County contract **C000942**, awarded from cooperative contract **EC07-23**, dated the 23rd day of December 2024 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Intrado Life & Safety Solutions Corporation** 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 a Term and Supply contract for **9-1-1 Equipment & Emergency Notification Software and Services** in compliance with all bid specifications and any addendums issued for the Houston-Galveston Area Council of Governments (HGAC) contract number **EC07-23**, Intrado Life & Safety Solutions Corporation's **Quote Number 77306** (Attachment One) dated October 18, 2024, 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 and/or the HGAC bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, HGAC contract number **EC07-23**, and Boone County's Standard Terms and Conditions shall prevail and control over the vendor's quotation.

2. **Contract Duration** - This agreement shall commence on **December 19, 2024 through June 30, 2025** subject to the provisions for termination specified below. The contract has no renewal options but shall be extended month-to-month until the subscription period shown below runs its three-year course.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with 9-1-1 Equipment & Emergency Notification Software and Services on an as needed basis. Items shall be priced in accordance with **Quote Number 77306** for the **ECaTS Reports Silver Bundle** (Attachment One) and current contract pricing (Attachment Two):

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>List/Sell Price</b>	<b>Total</b>
ECATS-OA-BRP-3-A	ECaTS Reports Silver Bundle – 3 Reports (per PSAP) Annual Pricing – <b>Year 1</b>	1	\$312.00	\$312.00
ECATS-OA-BRP-3-A	ECaTS Reports Silver Bundle – 3 Reports (per PSAP) Annual Pricing – <b>Year 2</b>	1	\$312.00	\$312.00
ECATS-OA-BRP-3-A	ECaTS Reports Silver Bundle – 3 Reports (per PSAP) Annual Pricing – <b>Year 3</b>	1	\$312.00	\$312.00
<b>TOTAL</b>				<b>\$936.00</b>

4. **Delivery** – The contractor agrees to deliver the items and services as specified in **Quotation Number 77306** with specific terms to be decided and mutually agreed between the contractor and the County.

5. **Warranty** – The County shall be provided the manufacturer standard warranty and guarantees consistent with terms of the contract.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department and billings may only include the prices listed in the vendor's **Quotation Number 77306**. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges as quoted by the Vendor. 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 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.

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. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

8. **Termination** - The County may terminate this agreement upon thirty (30) 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 a 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 the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. 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.

**INTRADO LIFE & SAFETY SOLUTIONS CORPORATION**

by   *RL*  

title CFO

**BOONE COUNTY, MISSOURI**

by: Boone County Commission

DocuSigned by:  
  *KG*    
57400BED96434D4

Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
7D71DEAE89D74DD...  
County Counselor

Signed by:  
  
D267E242BF8948C...  
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.)

2708/70100: Term & Supply

DocuSigned by:  Kyle Pieman by 193 Signature	12/17/2024	
	Date	Appropriation Account