

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
BONFIRE SOFTWARE
(Bonfire Interactive Ltd. - DIR #TSO-4363)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bonfire Interactive Ltd.** (hereinafter "Bonfire"). Customer agrees to engage Bonfire as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Bonfire Quote/Order Form;
- B. State of Texas DIR Contract #TSO-4363 detailed at:
<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=Bonfire>;
- C. This Williamson County Addendum.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor

for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Bonfire agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Payment: Bonfire will be compensated as set forth in Bonfire Quote / Order Form, which is incorporated herein as if copied in full.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Export of Customer Data: During the agreement and in the event of termination of agreement Bonfire will use commercially reasonable efforts to provide the access or means for Customer to export the Customer Data out of the Platform services or a comprehensive export of all Customer Data in downloadable Excel and ZIP formats upon request.

VIII.

Right to Audit: Bonfire agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Bonfire which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Bonfire agrees that Customer shall have access during normal working hours to all necessary Bonfire facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Bonfire reasonable advance notice of intended audits. In no circumstances will Bonfire be required to create or maintain documents not kept in the ordinary course of Bonfire' business operations, nor will Bonfire be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

XII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

BONFIRE:

Authorized Signature
Date: _____, 2021



Authorized Signature
Date: June 4th, 2021



ORDER FORM

Bonfire Interactive Ltd.

121 Charles St. West #C429, Kitchener ON, N2G 1H6

ORDER	DETAILS
Plan Type	3 month Term Annual Term
Currency	USD
Contract Type	Bonfire Public Starter
Term 1 Start	7/1/2021
Term 1 End	Sept 30 2021
Annual Start Date	1-Oct-21
Annual Renewal Date	30-Sep-22
Billing Cycle	3 month Term + Annual
Data Location	USD

CUSTOMER DETAILS / QUOTE TO
Williamson County 100 Wilco Way, Suite P101, Georgetown, TX. 78626 Prepared by: Barbara Lima

3 month POC			
Quantity	Description	Rate	Amount
1	Bonfire Bridge Service Fee	\$1,500.00	\$1,500.00
1	Bonfire Implementation	\$3,000.00	\$3,000.00
	Total		\$4,500.00
Annual Term			
Quantity	Description	Rate	Amount
10 seats	Bonfire eSourcing	\$4,500.00	\$45,000.00
1	Intake Module - Approvals included	\$5,000.00	\$5,000.00
1	Bonfire Contract Management (1000 contracts)	\$7,500.00	\$7,500.00
	JUNE INCENTIVE		-\$20,000.00
	Internal User Seats (as purchased)	Included	
	Unlimited Projects	Included	
	Unlimited Evaluators/Reviewers/Advisors	Included	
	Unlimited Submissions	Included	
	Unlimited Suppliers & Vendors	Included	
	Bidtables & eAuction	Included	
	Questionnaires	Included	
	COI/NDA	Included	
	Training	Included	
	Implementation/Set-up	Included	
	Maintenance/Hosting	Included	
	Associated Releases/Upgrades	Included	
	On-going Support	Included	
	Annual Total		\$37,500.00

QUOTE COMMENTS:

- Includes unlimited internal users including supplier, data analyst, manager, administrator, evaluator & advisor/client roles for the organization.
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage.
- Bonfire services including account activation and implementation to start immediately upon receiving signed order form.
- **This offer expires June 18, 2021**
- The county has the ability to opt-out of the second term defined above anytime before October 1st, 2021. This request must be submitted in writing within 60 days of Annual Start Date (Sept 30 2021)
- **Contract in accordance with State of Texas DIR Contract DIR-TSO-4363**

SIGNATURE & EXECUTION:

The Customer hereby agrees to be bound by the terms and conditions of State of Texas DIR Contract DIR-TSO-4363 detailed at <https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=Bonfire>.

Williamson County

Date: _____ Name: _____ Signature: _____

Payment Type: Credit Card Check Purchase Order Bank Transfer

BONFIRE:

Date: June 4th 2020 Name: Anthony Berry Signature: 