

MASTER SERVICES AGREEMENT

The parties to this Master Services Agreement (the "Agreement") are Boone County Regional Sewer District, whose address (for billing purposes) is 1314 North Seventh Street Columbia, MO 65201 and its affiliates (collectively, "Customer"), and GFI DIGITAL, INC., a corporation whose address is 12163 Prichard Farm Rd. St. Louis, MO 63043 (each a "Party," together the "Parties"). For identification purposes, the date of this Agreement is the date it is signed by the last to sign of Customer and GFI DIGITAL, INC. The purpose of this Agreement is to set forth the terms and conditions under which GFI DIGITAL, INC. will provide certain services for Customer.

- I. **Agreement structure.** The signing of this Agreement by the parties creates a set of agreed-upon provisions that will be incorporated into contemporaneous and/or future documents (each called an "Addendum") describing specific services to be performed by GFI DIGITAL, INC. for Customer. An Addendum must be signed by both parties and must state that it is made pursuant to this Agreement. Each Addendum, including the incorporated provisions of this Agreement, will constitute a separate contract. All references in this Agreement to "this Agreement" will be deemed to refer to the applicable Addendum and the incorporated provisions of this Agreement.
2. **Term and termination.** Each Addendum will take effect when signed by both parties. The actual provision of Services (as defined in any Addendum) will begin on the "Start Date" specified in the Addendum, which may or may not be the same as the effective date. Each Addendum will continue in effect until terminated by one of the Parties in accordance with this Agreement unless:
(a) an Addendum specifies a term of months or a specific termination date, that Addendum will automatically terminate upon expiration of the "Initial Term" (defined as the period beginning on the Start Date and ending on the specified termination date or at the end of the specified number of months) unless the Addendum is renewed by the parties; or
(b) The Services consist of a specific project to be completed and no term of months or termination date is specified in the Addendum, the Addendum will automatically terminate upon completion of the project; or (c) based upon an estimated timetable mutually established by the Parties within thirty (30) days of full execution of such Addendum.
3. **Charges.** Each Addendum will specify all charges the Customer will pay GFI DIGITAL, INC. for the services to be rendered pursuant to that Addendum.
4. **Taxes.** GFI DIGITAL, INC. will collect from Customer and transmit to the proper authorities all taxes that GFI DIGITAL, INC. is required by law to collect from Customer in connection with the transactions contemplated by this Agreement and any Addendums.
5. **Invoices.** Each invoice rendered by GFI DIGITAL, INC. will include an invoice number, a purchase order number or department number (which Customer will provide to GFI DIGITAL, INC.), the time period covered by the invoice, the amount of any applicable tax, and sufficient detail to allow Customer to determine the accuracy of the invoice, except to the extent Customer has a right to withhold or delay payment pursuant to the express provisions of this Agreement, invoices will be paid within 30 days of the invoice date.
6. **Disputed invoices.** GFI DIGITAL, INC. will use commercially reasonable efforts to ensure the accuracy of invoices. Customer will timely pay all undisputed invoice items as provided above, and as to any withheld amounts, will notify GFI DIGITAL, INC. of any such disputed invoice items not later than 60 days after the invoice date, or such invoice will be presumed correct. The Parties agree to act reasonably to resolve any disputed items within thirty (30) days. Customer's withholding of payment prior to resolution of a disputed invoice does not constitute a breach of the Agreement and is not grounds for GFI DIGITAL, INC. to suspend service under this Agreement.
7. **Force majeure.** If either Party is unable to perform, or is delayed in performing, an

obligation under this Agreement because of an act of God or circumstances outside its control (other than obligations to pay money): (a) the Party so affected will promptly give notice to the other Party and will use its best efforts to promptly resume performance and (b) subject to compliance with subpart (a) of this paragraph, the Party so affected will not be liable for any failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances outside that Party's control.

8. **Service levels and remedies.** With respect to any monetary remedy specified in an Addendum for GFI DIGITAL, INC.'s failure to meet a Service Level (as defined below and in any Addendum) obligation, the Parties agree that it would be extremely difficult to determine the amount of actual damages resulting from breach of such obligation, but that the amount specified in the Addendum to be paid to or withheld by Customer in the event of such a breach is a reasonable approximation of such damages and not a penalty, or liquidated damages, and Customer's sole and exclusive monetary remedy for such failure.
9. **Service level expectations.** The following items 10-14 describe the maximum response time(s) for GFI DIGITAL, INC. to respond to notifications of outages or service requests, either automated or customer initiated. Service levels are based on the severity of the service request.
10. **Service request.** GFI DIGITAL, INC. provides for Customer-initiated service requests to be submitted via a phone call to the GFI DIGITAL, INC. IT Help Desk ("IT Help Desk"), a ticket submitted via the app or email notification submitted to the IT Help Desk. GFI DIGITAL, INC. may also receive automated alerts concerning the Network Devices (as defined in an Addendum) from the system GFI DIGITAL, INC. has deployed to monitor the Customer's Network Devices.
11. **Response times,** The Response Times defined below describe the maximum time for GFI DIGITAL, INC. to receive the service request, determine the priority and assign the appropriate resource. Due to the

complex, and sometimes labor-intensive, nature of information technology outages and service requests, the times outlined below do not denote the maximum time required to complete the repair or task.

12. **Service request severity,** GFI DIGITAL, INC. will, within the timeframes described below make a determination as to the severity of the service request and assign an appropriate resource to address the issue. Based on that determination, GFI DIGITAL, INC. will notify, via telephone or email response, the Primary Contact (as defined in an Addendum) and/or user who initiated the service request. The response will include GFI DIGITAL, INC.'s determination of service request severity along with the estimated timeframe for the assigned resource to initiate remediation.
 - a. **Level 1 - Critical Service Notification:** Defined as an event that prevents at least 20% of the Customer's users from performing a function deemed necessary for business operation or reduces the system's functionality or capacity by at least 20%. Resolution Target 4 hours.
 - b. **Level 2 - Urgent Service Notification:** Defined as an event which prevents more than one user, but less than 20% of the Customer's users, from performing a function deemed necessary for business operation or reduces the system's functionality or capacity by less than 20%. Resolution Target 8 hours.
 - c. **Level 3 - Standard Service Notification:** Defined, as an event, which prevents at least one of the Customer's users from performing a function deemed necessary for business operation. Resolution Target 24 hours.
 - d. **Level 4 - Admin Task Service Notification:** Defined as an event, which requests a standard move, add or change to a customer's system or a standard user administration request. Resolution Target 3 business days.
13. **Service level response times for Network Devices.** The response times to meet service levels for this Agreement are defined below. Business Hours for Response Times are defined as 7:00 AM Central Time to 6:00 PM Central Time, Monday through Friday,

excluding Federal Holidays.

- a. Level 1- Critical: Service Response of 1 Business Hour
- b. Level 2 - Urgent: Service Response of 2 Business Hours
- c. Level 3 - Standard: Service Response of 4 Business Hours
- d. Level 4 - Admin Task: Service Response of 1 Business Day

14. After-hours service request.

- a. After Hours, Level 1 - critical alerts can be received by GFI DIGITAL, INC. via automated alerts or a service request from Customer via phone call and after hour prompt for service request.
- b. Service requests received from Customer that are not deemed critical are handled according to Level 4.
- c. Email service requests received by GFI DIGITAL, INC. during After Hours are handled as business hours service requests and will be responded to accordingly.

15. Warranties. GFI DIGITAL, INC. represents and warrants: (a) that all Services will be performed in a professional manner, by qualified personnel, and in accordance with the terms of this Agreement and the highest applicable industry standards; (b) that all tangible items furnished to Customer under this Agreement will be of the quality, size and dimensions requested by Customer or required by the terms of this Agreement, will be free from defects in materials and workmanship, and will be fit for the intended purpose; (c) that in performing the Services, GFI DIGITAL, INC. will not make unauthorized use of any trade secrets or confidential or proprietary information of a third party; and (d) that GFI DIGITAL, INC. will have all rights, title, ownership, marketing and other rights required to furnish all Services and tangible items to be provided to Customer under this Agreement except for the express warranties set forth above, there are no other warranties, express or implied created by this agreement including but not limited to the implied warranties of merchantability or fitness for a particular purpose.

16. Independent contractor. The Company and GFI DIGITAL, INC. agree and acknowledge that, regarding all matters to this Agreement, GFI DIGITAL, INC. shall be deemed to be an independent contractor and shall bear all of its own expenses in connection with the Agreement. All personnel supplied or used by GFI DIGITAL, INC. in performing its duties under this Agreement shall be employees, agents or subcontractors of GFI DIGITAL, INC. and will not be considered employees, agents or subcontractors of the Company for any purpose whatsoever.

GFI DIGITAL, INC. may hire or engage one or more subcontractors or agents to perform any or all of its obligations under this Agreement; subject to the following parameters: (a) GFI DIGITAL, INC. shall obtain prior written consent from the Customer, which will not be unreasonably withheld or delayed, (b) GFI DIGITAL, INC. agrees that it shall perform due diligence, according to standards provided to GFI DIGITAL, INC. by the Customer, on all subcontractors and agents who shall perform any obligations under this Agreement and shall provide written evidence of such due diligence if requested by the Customer, (c) GFI DIGITAL, INC. shall remain responsible for and liable for performance of all of its obligations under this Agreement, including indemnification, (d) any performance by a subcontractor or agent in connection with this Agreement shall be pursuant to an appropriate written agreement between GFI DIGITAL, INC. and such subcontractor or agent and shall contain a provision requiring that such performance be in accordance with the requirements of this Agreement and identify the Company as an intended third party beneficiary that may enforce its rights under such agreement, (e) the subcontractor agrees in writing to comply with all obligations of confidentiality pursuant to this Agreement, and (f) under no circumstances shall The Customer be responsible for making any payments directly to any subcontractor or agent hired or engaged by GFI DIGITAL, INC.

17. **Compliance with law.** In performing GFI DIGITAL, INC.'s obligations under this Agreement, GFI DIGITAL, INC. and its personnel will comply with all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to all laws relating to privacy and security.
18. Personnel on site, if any portion of the Services will be performed at the Customer's premises, GFI DIGITAL, INC.'s personnel will comply with Customer's site, security and data protection policies at all times while on Customer's premises. Customer will provide GFI DIGITAL, INC. with a copy of its then-current Information Security Program, which outlines these policies.
19. **Non-solicitation of employees.** Each Party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other Party until 12 months after the date such person terminates employment with the other Party. GFI DIGITAL, INC. further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for the Customer pursuant to a contract. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party because of the relationship between Customer and GFI DIGITAL, INC. created by this Agreement.
20. **Insurance.** GFI DIGITAL, INC. agrees to obtain such insurance, as it deems necessary and/or appropriate for the services to be provided under each Addendum. A certificate of insurance will be provided to the Customer upon request.
21. **Indemnification.**
- a. It is understood and agreed that, in seeking the professional services of GFI DIGITAL, INC., customer may be requesting GFI DIGITAL, INC. to undertake uninsurable obligations for the Customer's benefit and, in connection therewith, GFI DIGITAL, INC. may encounter the presence or potential presence of hazardous substances or contaminants at Customer's site. Therefore, Customer hereby indemnifies and agrees to defend and hold GFI DIGITAL, INC. harmless against and from any and all loss, cost, damage, liability and expense incurred by GFI DIGITAL, INC. arising from the presence or potential presence of any hazardous substance or contaminant at Customer's site. Such cost and expense shall include, without limitation, (i) reasonable attorneys' fees and costs of litigation, (ii) reasonable costs arising from any investigation of any governmental agency for purported violation of any environmental law or regulation relating as hazardous substances, (iii) costs of any investigative response, clean-up or remedial actions with respect to the same, and any and all of the foregoing which GFI DIGITAL, INC. may be required under any applicable law or regulation to take, cause to be taken, or pay for.
- b. Except as provided in subparagraph a. above, and to the extent provided in Section 34, GFI DIGITAL, INC. shall indemnify and agrees to defend and hold Customer harmless against and from any and all loss, cost, damage, liability and expense incurred by Customer as a result of negligent acts, negligent errors, negligent omissions or willful misconduct on the part of GFI DIGITAL, INC. or GFI DIGITAL, INC.'s agents, employees or subcontractors in the performance of this Agreement, excepting such liability as may arise out of Customer's negligence or willful misconduct. Notwithstanding the foregoing, neither Party will be liable to the other for any consequential, indirect, speculative, tangential or punitive damages or claims of any kind.
22. **Confidentiality.** For purposes of this Agreement, Customer's "Confidential Information" consists of: (a) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to Customer's business (or to the business of

Customer's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Customer (even if not so marked or identified) and (b) all information, including but not limited to name, address, telephone numbers, email addresses, social security numbers, health information, bank account numbers and balances, credit card information and any other financial information that Customer is obligated to treat as confidential for the benefit of third parties, including but not limited to individuals who are or have been clients of Customer or for whom Customer possesses such personal, financial and/or health information. GFI DIGITAL, INC. acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with Customer, GFI DIGITAL, INC. may receive Confidential Information from Customer or may otherwise have access to or learn of Customer's Confidential Information. In the absence of Customer's priorwritten consent to a specific disclosure or use, GFI DIGITAL, INC. will not disclose to any third party any of Customer's Confidential Information, either orally or in writing, and will not appropriate any of Customer's Confidential Information to GFI DIGITAL, INC.'s own use or to the use of any third party. Confidential Information that is provided by Customer to GFI DIGITAL, INC. will be used by GFI DIGITAL, INC. and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, GFI DIGITAL, INC. will take at least such precautions to protect Customer's Confidential Information as GFI DIGITAL, INC. takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of Customer's Confidential Information. Upon Customer's request, GFI DIGITAL, INC. will return to Customer all tangible items containing any of Customer's Confidential

Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned. Whether or not affiliates are included in the term "Customer" for purposes of this Agreement in general, they will be treated as being so included for purposes of the confidentiality provisions of this Agreement. Accordingly, the Confidential Information of Customer's affiliates will be considered part of Customer's Confidential Information.

23. **Notification obligation.** Upon learning of any unauthorized disclosure or use of Customer's Confidential Information, GFI DIGITAL, INC. will notify Customer promptly and cooperate fully with Customer to protect Customer's Confidential Information.
24. **Disclosure required by law.** If GFI DIGITAL, INC. is required by law under a lawful subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure GFI DIGITAL, INC. will promptly notify Customer in writing within five (5) calendar days of receiving such subpoena or order, attaching a copy of the subpoena, or court order, and GFI DIGITAL, INC. will make all reasonable efforts to allow Customer an opportunity to seek a protective order or other judicial relief.
25. **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by GFI DIGITAL, INC., without an obligation to maintain its confidentiality, prior to receipt from Customer; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by GFI DIGITAL, INC. in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by GFI DIGITAL, INC. without the participation of individuals who have had access to Customer's Confidential Information. GFI DIGITAL, INC. acknowledges that certain laws governing information about individuals are more restrictive than the foregoing

statements, and GFI DIGITAL, INC. agrees to comply in all respects with such laws.

26. **Duration of obligations.** The obligations imposed by this Agreement with respect to Confidential Information will survive termination of this Agreement and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled "Non-restricted information." However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.
27. **Electronic file transfers.** If data files will be transferred electronically between the Parties in connection with the performance of Services under this Agreement, the details pertaining to such file transfers will be set forth in the applicable Addendum. In connection with such file transfers, each Party agrees to comply with the security requirements specified in the applicable Addendum, and to use all commercially reasonable efforts to safeguard data belonging to the other Party that is in its possession or control.
28. **Equitable relief.** In that any breach of the confidentiality provisions of this Agreement is likely to cause irreparable harm to Customer for which damages will be an inadequate remedy, GFI DIGITAL, INC. agrees that any court of competent jurisdiction may enter an order restraining such breach.
29. **Prohibition of publicity.** Neither Party may advertise or promote itself using the name, service mark or description of the other Party, without the written consent of the other Party in the case of each such use.
30. **Material breach.** The voluntary or involuntary commencement of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against either Party or the appointment of a receiver for all

or substantially all of either Party's assets will be considered a material breach of this agreement by such Party.

31. **Customer property.** All items furnished by Customer to GFI DIGITAL, INC. in connection with GFI DIGITAL, INC.'s performance of the Services will remain the property of Customer unless otherwise expressly stated in the Addendum, GFI DIGITAL, INC. shall be liable for the care, upkeep and maintenance of all such items while in its possession and replace any such item of Customer's that is lost, destroyed or stolen. Upon termination of an Addendum for any reason (or when such items are no longer needed by GFI DIGITAL, INC. for the performance of the Services, if earlier), GFI DIGITAL, INC. will promptly return the Customer property to Customer or, at Customer's option, allow Customer to retrieve such items.
32. **Dispute resolution.** In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses will be shared equally by the Parties. Any dispute arising out of or relating to this Agreement, which is not settled, by agreement of the Parties within a reasonable time will be settled exclusively in a binding arbitration by a single arbitrator. The location of any arbitration proceeding will be in St. Louis County, Missouri. The arbitration will be governed by the Federal Arbitration Act. The arbitrator will be selected, and the arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the provisions of this Agreement will control over the AAA rules. The Parties will share equally the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing but will otherwise bear their respective costs incurred in connection with the arbitration. The Parties agree to use their best efforts to ensure that the arbitrator is selected promptly, and that the arbitration hearing is conducted no later

than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal basis for the award. The arbitrator may not require one Party to pay another Party's costs, fees, attorneys' fees or expenses. The award of the arbitrator will be binding on each Party. Judgment upon the award may be entered in any federal district court.

33. Limitations on remedies.

- a. In no event will GFI DIGITAL, INC. be liable for any damages or loss caused by Customer's failure to perform its responsibilities, or under any circumstances for lost profits, consequential or incidental damages arising out of any alleged breach by GFI DIGITAL, INC.
 - b. In all events, Customer's sole and exclusive remedy under the Agreement and/or any Addendum with GFI DIGITAL, INC. will be to terminate the Agreement and any losses for direct damages due to GFI's failure to perform its responsibilities within thirty (30) days after notice of such failure as provided by Customer along with all supporting documents thereto.
 - c. With respect to any claimed defects in hardware, Customer agrees to look solely to the manufacturer. In all events, the Customer shall first give GFI DIGITAL, INC. thirty (30) days written notice of any alleged breach and the opportunity to contact the manufacturer to cure such breach. If such breach cannot be cured within said thirty-day period, GFI DIGITAL, INC. shall have such additional time as is reasonably necessary, not to exceed the lesser of the manufacturer's stated remedy time or 90 days, to contact the manufacturer concerning the same.
34. **Non-waiver.** No term or provision of this Agreement will be deemed waived, and no breach will be deemed excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.
 35. **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the Parties or the court will modify any unenforceable provision to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the Parties.
 36. **Assignment.** Neither Party's rights or obligations under this Agreement (except the right to receive money) will be assigned or delegated without the written consent of the other Party, except that either Party may without such consent assign all of its rights and delegate all of its obligations under this Agreement to an entity: (a) which such Party owns or controls; (b) by which such Party is owned or controlled; or (c) which is under common ownership or control with such Party. In addition, the Customer may with GFI DIGITAL, INC.'s consent, assign its rights and delegate its obligations under this Agreement to an entity to which Customer transfers substantially all of its assets relating to this Agreement. Any consent required by this paragraph will not be unreasonably withheld, conditioned or delayed. In the case of any assignment permitted hereunder without the other Party's consent, the assignor will promptly notify the non-assigning Party in writing of the assignment and will include in its notice a statement of the facts that permit assignment without consent.
 37. **Successors and assigns.** This Agreement will inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties. Nothing in this paragraph will be construed to permit any attempted assignment that would be unauthorized pursuant to any other

provision of this Agreement.

38. **Construction.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of strict construction will apply against either party.
39. **Entire agreement.** If Customer's purchase order form is provided to GFI DIGITAL, INC. in connection with this Agreement, the terms and conditions of that form will be superseded by the provisions of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
40. **Governing law.** This Agreement will be governed by the laws of the State of Missouri, without reference to conflict of law principles.
41. **Consents, permissions and approvals.** If a provision of this Agreement requires one Party to obtain the other Party's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given on a paper document manually signed in ink by an authorized representative of the party giving such consent, permission or approval (or similar indication of agreement). Notwithstanding the foregoing: (a) if the Party's authorized representative electronically sends such a manually signed paper document to the other Party, the scanned copy of the manually signed paper document will be valid to the same extent as the original; and
(b) In no event may any provision of this Agreement be changed via email or by any document, which is signed by only one Party.
42. **Notices.** If a provision of this Agreement specifies that a "notice" to the other Party must be "written" or "in writing," or that a party is to "notify" or give "notification" to the other party in writing, then the written notice, to be valid, must comply with the following requirements unless (and to the

extent) the provision of this Agreement in which the written notice is referenced expressly allows deviation from these requirements. The requirements are as follows: (a) the notice must be written on a paper document that is addressed to the Party's designated notice recipient and is either scanned and sent electronically to the notice recipient, delivered to the notice recipient's address shown below, or electronically signed with DocuSign; and
(b) except in the case of an electronically-delivered notice, delivery of the notice must either be in person (with a signature from the notice recipient acknowledging the date of receipt), or through the use of an independent courier that provides or maintains a record of the delivery date, or by prepaid certified or registered mail with a return receipt requested. Written notices that meet these requirements will be deemed to have been "given": (i) in the case of an electronically-delivered notice, when the transmitting Party obtains machine confirmation that the notice has been successfully transmitted; (ii) in the case of a notice sent by courier, when the notice is actually delivered to the notice recipient's address; and (iii) in the case of certified registered mail, three days after the notice is deposited in the U.S. Mail, properly addressed and with postage prepaid. The Parties' designated notice recipients, along with their respective mailing and email addresses and fax numbers, are set forth below. Either Party may change its designated notice recipient, or the fax number or mailing or email address of the notice recipient, by giving written notice to the other in compliance with the provisions of this paragraph.

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

Boone County Regional Sewer District

GFI DIGITAL, INC.

By:

By:

Printed name:

Printed name: Andrew Gilstrap

Title:

Title: Vice President

Date: 6/27/2025

Date: 6/27/2025

Notice Recipient:

Notice Recipient:

Name:

Name: Andrew Gilstrap

Address: 1314 North Seventh Street
Columbia, MO 65201

Address: 12163 Prichard Farm Road
St. Louis, MO 63043



ADDENDUM TO MASTER SERVICE AGREEMENT (MSA)

This is an addendum (“Addendum”) to the Master Services Agreement (“Agreement”) in effect between GFI Digital, Inc. and Boone County Regional Sewer District.

GFI Digital, Inc. will provide services (“Services”) to Boone County Regional Sewer District with Jesse Stephens being the Primary Contact, under its’ Comprehensive Program. The following describes more fully the services provided under the Comprehensive Program.

Complete Audited Inventory Endpoint & Server

Monthly, a complete report will be provided that details all hardware devices and the licensing status and versions of software currently in operation within the network.

Patch & Update Reporting Endpoint & Server

Monthly, a report will be sent which details all of the recommended and completed software patches and updates for all Microsoft-based servers, virtual servers, and client devices on the network. Patch reporting for defined third-party applications will also be provided monthly.

Patch & Update Deployment Endpoint & Server

At least once per month, all appropriate operating system and office productivity software patches and defined third party updates are identified, and remotely scheduled for installation during agreed upon patch windows.

Mobile Device Hosted Email

As required, all covered mobile devices are remotely configured to communicate with a hosted email server to ensure reliable mobile email management. Issues preventing remote communication will be identified and resolved.

Managed Security for Endpoint and Server

GFI Digital’s Endpoint & Server Security is a complete solution that detects, mitigates and remediates threats, all with the support of an experienced 24x7 Security Operations Center. With a single agent, detect all known and unknown threats leveraging the latest behavioral-based technology, regardless of where your endpoints are deployed. Fully protect desktop and server environments for Windows, Mac and Linux operating systems as well as virtualized servers in AWS, VMWare, Citrix, VirtualBox, and Hyper-V.

Data Backup Setup & Monitoring

All identified data will be scheduled to backup onsite and remotely to a Datto appliance and the Datto Cloud. GFI Digital will maintain backups to achieve a 24-hour recovery point objective and 24-hour recovery time objective. Datto cloud replication requires connection speed sufficient to complete the data replication.

Anti-Spam Software License

A valid anti-spam software license is provided and maintained for each mailbox on the network.

Firewall Hardware Testing & Configuration Validation

Network Firewall configuration, loads, availability, and effectiveness are reviewed and tested.

IT Help Desk

Service Desk tickets will be remediated by help desk professionals available Monday through Friday, 7:00 AM to 6:00 PM Central Time, except federal holidays. After hours support is available to Comprehensive customers for business-critical issues.

Onsite Service

Service Desk tickets that require onsite service will be remediated through trained and certified professionals available Monday through Friday, 7:00 AM to 6:00 PM Central Time, except federal holidays.

Quarterly Business Review

Each quarter, the assigned Customer Experience Manager and/or a lead network sales consultant for the customer will schedule an appointment with designated personnel to preform a review of changes in network devices, remote and onsite services performed, and billing statements since last review.

Technology Business Planning

As required, but no less than annually, the Customer Experience Manager assigned to the customer will schedule an onsite appointment to discuss the current and future plans of the customer technology environment and provide feedback and research of available technologies to achieve your business' goals.

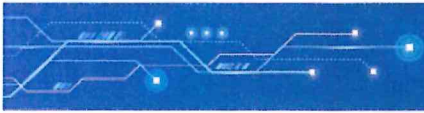
IT Procurement

Selection of commercially-rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.

IT Vendor Management

GFI Digital INC., will act as a liaison between Boone County Regional Sewer District and other IT vendors for internet, telephony, and business application vendors. Boone County Regional Sewer District will be responsible for maintaining valid customer support contracts in order to facilitate IT vendor management services from GFI Digital INC.





ACCEPTANCE OF PROPOSAL

At GFI Digital, we seek to create and sustain lasting partnerships. We will ensure a right-fit solution for each customer and their individual needs. Our standard of excellence is sure to exceed expectations. Thank you for the opportunity to submit this solutions proposal.

We greatly look forward to a lasting partnership!

Boone County Regional Sewer District accepts this proposal and agrees to pay \$1,210 per month for the technology solution services described in this proposal. Technology services pricing is based on support for 1 server and 9 workstations.

**Pricing is subject to change as servers and/or workstations are added or eliminated from this contract.*

Entra ID Server: (1) \$220

Price Per Workstation: (9) \$110

The services being provided in this agreement are for a 36-month term and will commence upon the month following the onboarding date. NO ONBOARDING COST AND NO ANNUAL INCREASES.

GFI Digital, Inc.

X _____

Printed Name: _____

Date: _____

X _____

Printed Name: _____

Date: _____

SECOND ADDENDUM TO MASTER SERVICES AGREEMENT

THIS SECOND ADDENDUM TO MASTER SERVICES AGREEMENT (the “Addendum”) is made as of _____, 2025 (the “Effective Date”) by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein “District” or in certain documents referred to herein “BCRSD” or “Customer”), and GFI Digital, Inc. (“GFI Digital”). The District and GFI Digital may be referred to herein individually as a “Party”, and collectively as the “Parties.”

Recitals:

A. The District issued its Request for Proposal (RFP) for Information Technology (IT) Services for Boone County Regional Sewer District (BCRSD), Proposal #01-2025 (the “RFP”) on or about May 28, 2025.

B. GFI Digital submitted its Technology Services Solutions Proposal, Boone County Regional Sewer District, Entra/O365 Migration Project Opportunity Number – 9483, as modified or amended (the “Proposal”) to the District on or about June 27, 2025.

C. Customer and GFI Digital previously entered into that certain Master Services Agreement dated _____, 2025 (the “Master Services Agreement”), as supplemented and amended by that certain Addendum to Master Service Agreement dated _____, 2025 (the “First Addendum” and, collectively with the Master Services Agreement, the “Agreement” or in certain documents referred to herein the “Contract”).

D. GFI Digital and the District desire to supplement and amend the Agreement as stated herein.

Agreement:

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, the parties hereto hereby stipulate, covenant, and agree as follows:

1. (a) The Agreement shall be supplemented and amended by incorporating (i) the Proposal, which is attached hereto as Exhibit A; and (ii) certain appendices to the RFP, which are attached hereto as Exhibit B (the “Incorporated RFP Provisions”). The Incorporated RFP Provisions shall include the following appendices to the RFP (i) Appendix E – Current Technical Environment of BCRSD; (ii) Appendix F – BCRSD Project Scope; and (iii) Appendix H – General Contract Requirements.

(b) The Proposal and Incorporated RFP Provisions are hereby incorporated and made a part of the Agreement by reference as though fully set forth in the Agreement. The terms and conditions of the Incorporated RFP Provisions and Proposal shall govern the performance of the work performed under the Agreement to the extent they do not conflict with the terms of the Master Services Agreement or any addendum thereto. In the event of any conflict between the Master Services Agreement, any addendum thereto, the Incorporated RFP Provisions, and the Proposal, the terms of the Incorporated RFP Provisions shall govern first, followed by the Master Services

Agreement or the relevant addendum thereto, and lastly the Proposal. Each document shall govern only to the extent it does not conflict with the terms of the document listed above it in order of precedence.

2. The Agreement is hereby further amended by adding a new Section 2(c) to the Master Services Agreement as follows:

(c) Notwithstanding any provision of the Agreement or applicable addenda to the contrary, the term of the Agreement, option to extend and termination rights shall be as provided in Appendix H of the Request for Proposals further incorporated herein by Addendum. For avoidance of doubt, the term of this Agreement shall expire December 31, 2028, unless otherwise extended as provided herein or as described by applicable Addendum.

3. The Agreement is hereby further amended by adding a second sentence to Section 17 of the Master Services Agreement as follows:

Failure by GFI DIGITAL, INC. and its personnel to comply with all applicable federal, state, and local laws, ordinances, rules and regulations shall give Customer the right to terminate the Agreement and any Addenda immediately in its sole discretion, which right shall be in addition to any other rights of termination granted to Customer under the Agreement.

4. The Agreement is hereby amended by deleting Section 20 from the Master Services Agreement in its entirety and replacing it as follows:

20. INTENTIONALLY OMITTED.

5. The Agreement is hereby further amended by deleting Section 21 from the Master Services Agreement in its entirety and replacing it as follows:

21. Indemnification.

a. It is understood and agreed that, in seeking the professional services of GFI DIGITAL, INC., customer may be requesting GFI DIGITAL, INC. to undertake uninsurable obligations for the Customer's benefit and, in connection therewith, GFI DIGITAL, INC. may encounter the presence or potential presence of hazardous substances or contaminants at Customer's site. Therefore, to the extent allowed by law, Customer hereby indemnifies and agrees to defend and hold GFI DIGITAL, INC. harmless against and from any and all loss, cost, damage, liability and expense incurred by GFI DIGITAL, INC. arising from the presence or potential presence of any hazardous substance or contaminant at Customer's site. Such cost and expense shall include, without limitation, (i) reasonable attorneys' fees and costs of litigation, (ii) reasonable costs arising from any investigation of any governmental agency for purported violation of any environmental law or regulation relating as hazardous substances, (iii) costs of any investigative response, clean-up or remedial actions

with respect to the same, and any and all of the foregoing which GFI DIGITAL, INC. may be required under any applicable law or regulation to take, cause to be taken, or pay for.

b. GFI DIGITAL, INC. shall indemnify Customer as provided in Appendix H of the Request for Proposals further incorporated herein by Addendum. GFI DIGITAL, INC.'s obligation to indemnify and hold Customer harmless shall include, but is not limited to, claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any third-party claim against Customer or expense incurred by Customer resulting from any data breach or security breach directly or indirectly caused by GFI DIGITAL, INC.'S action, failure to act, or failure to comply with any of its obligations hereunder.

c. Nothing in this Agreement shall be construed as a waiver of any governmental immunity of the Customer, its officials, nor any of its employees in the course of their official duties.

6. The Agreement is further amended by deleting Section 32 from the Master Services Agreement in its entirety and replacing it as follows:

32. Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation and then, if that is not successful, by mediation with a neutral third-party mediator acceptable to both Parties. Mediation expenses will be shared equally by the Parties. Any dispute arising out of or relating to this Agreement, which is not settled by agreement of the Parties within a reasonable time may, if agreed to by both Parties, be settled in a binding arbitration by a single arbitrator. If the Parties agree to settle a dispute by binding arbitration, such arbitration shall be conducted as described in this paragraph. The location of any arbitration proceeding will be in St. Louis County, Missouri. Any arbitration will be governed by the Federal Arbitration Act. The arbitrator will be selected, and the arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that the provisions of this Agreement, including any addenda, will control over the AAA rules. The Parties will share equally the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing but will otherwise bear their respective costs incurred in connection with the arbitration. The Parties agree to use their best efforts to ensure that the arbitrator is selected promptly, and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law which would govern the dispute had it been litigated in court. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision that summarizes the reasoning behind the award and the legal

basis for the award. The arbitrator may not require one Party to pay another Party's costs, fees, attorneys' fees or expenses. The award of the arbitrator will be binding on each Party. Judgment upon the award may be entered in any federal district court.

The Parties hereby submit to the exclusive jurisdiction of and venue in the state courts located in Boone County, Missouri or the United States District Court for the Western District of Missouri for the purposes of any suit arising hereunder instituted by any Party. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any such suit, action, claim, or proceeding relating to the Agreement. Any Party hereto not domiciled in the State of Missouri expressly assents to extra-territorial service of process.

7. The Agreement is further amended by deleting Section 33 from the Master Services Agreement in its entirety and replacing it as follows:

33. Limitations on remedies.

a. In no event will either party be liable for any damages or loss caused by the other party's failure to perform its responsibilities. EACH PARTY WAIVES ALL CLAIMS AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF USE, LOSS OF OPPORTUNITY, AND/OR LOSS OF PROFITS), HOWEVER CAUSED, WHETHER OR NOT THE OTHER PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF SUCH DAMAGES, WITHOUT REGARD TO THE THEORY OF LIABILITY TO THE EXTENT ARISING FROM AGREEMENT.

b. With respect to any claimed defects in hardware, Customer agrees to look solely to the manufacturer. In all events, the Customer shall first give GFI DIGITAL, INC. thirty (30) days written notice of any alleged breach and the opportunity to contact the manufacturer to cure such breach. If such breach cannot be cured within said thirty-day period, GFI DIGITAL, INC. shall have such additional time as is reasonably necessary, not to exceed the lesser of the manufacturer's stated remedy time or 90 days, to contact the manufacturer concerning the same.

8. Except as expressly supplemented and amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

[Remainder of Page Intentionally Blank; Signature Page(s) Follows]

IN WITNESS WHEREOF, the undersigned have executed this Second Addendum as of the day and year first set forth above.

GFI DIGITAL, INC.:

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____

By: _____

Jesse Stephens, Interim Executive Director

Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

THE PROPOSAL



TECHNOLOGY SERVICES

SOLUTIONS PROPOSAL



Boone County Regional Sewer District

Entra/O365 Migration Project

Opportunity Number – 9483

PREPARED FOR:

Jesse Stephens
Boone County Regional
Sewer District
jstephens@bcrsd.com
573.443.2774

SUBMITTED BY:

Andrew Huhmann
Account Manager
ahuhmann@gfidigital.com
573.353.2626

PREPARED BY:

Steve Wall
Solutions Architect
swall@gfidigital.com
309.310.6326

SUBMITTED ON: 6/27/2025

EXPIRES ON: 7/27/2025



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OVERVIEW

Boone County Regional Sewer District (BCRSD) has requested that GFI Digital assist with the following effort in the interests of ensuring that best practices are met and that the best tools for the job are being used. This document is a summary of all known customer requirements and deliverables, and outlines GFI Digital's proposed solution and estimated effort.

Business Need and Objectives

Boone County Regional Sewer District is looking to establish an Entra/O365 environment, migrate email and SharePoint, configure InTune and AutoPilot, configure universal printing, workstation and profile migrations, creation of Apple Business and federated logins and InTune management, provision a new network including a new firewall and switch, followed by migrating existing systems to the new network.

Deliverables

Upon completion of the work outline within this Services Brief, GFI Digital will ensure delivery of the following:

- 1) Completion of Entra migration and O365 account setup
- 2) Successful migration of email mailboxes to the new O365 tenant
- 3) Local file shares will be successfully migrated to SharePoint
- 4) Configure and test policies for deployment and governance (InTune/AutoPilot)
- 5) Configure all printers to universal printing
- 6) Workstations and profiles migration completion
- 7) Configure Apple Business and InTune Management for Apple devices
- 8) Setup new network
- 9) Migrate existing systems to new network
- 10) Validate completion of all steps and document accordingly

Out of Scope

- 1) Migration of billing software (iVue) a suitable replacement
- 2) Migration of website
- 3) Migration of physical documentation that is being virtualized
- 4) Replacing any computers, including CAD workstations. The migration plan is based on leveraging existing machines
- 5) Migration or replacement of phone system (separate Teams based phone system or alternative VOIP system will be considered)
- 6) Physical security system (door access and/or cameras)
- 7) Troubleshooting any preexisting and/or unrelated issues



- 8) Configuring automation of applications not compatible with Autopilot deployment
- 9) Directory Management or Design within SharePoint
- 10) Teams Customization
- 11) Mounting of physical hardware above 9ft
- 12) Low Voltage wiring



PROFESSIONAL SERVICES DETAILS

Project Approach

Beginning on a mutually agreed date, GFI Digital will provide the following resources to begin a Time and Materials service engagement:

- 1) Project Manager
- 2) Senior Engineer and additional Engineers as needed

General approach after the Service Brief is accepted and signed:

- 1) Project is created and resources are assigned.
- 2) Project Manager will schedule a kickoff call with the Customer and GFI Digital project team for introductions, discussion of next steps and timeline.
- 3) Project Manager will schedule required working sessions and/or recurring status calls, as discussed and agreed upon in the kickoff call, tracking tasks, issues and progress against plan.
- 4) Prior to closing the project, the Project Manager will seek confirmation from the Customer that all deliverables have been completed.

Boone County Regional Sewer District Primary Contact Name	Jesse Stephens
Contact Email and/or Phone #	jstephens@bcrsd.com / 573.443.2774

Solution Overview

Prior to onboarding BCRSD, it was determined several key efforts were determined to bring the company to a future state of functionality critical to its success. The deliverables described above will be implemented by GFI Digital personnel and assistance of appropriate BCRSD resources

Task List

Experienced GFI Digital personnel, or authorized agents, will perform the following tasks:



- 1) Completion of Entra migration and O365 account setup
 - a. Establish cloud services and identity management will be established. New user accounts, groups and other items will be created. This will be the foundation for the new environment.
 - i. Establish new 365/Entra ID Tenant
 - ii. Create user and group accounts for up to (20) users. BCRSD will provide all information pertinent to creating users and groups.
- 2) Migration of email mailboxes to the new O365 tenant
 - a. Existing email in mailboxes hosted by BEC will be synchronized to the MS tenant mailboxes. Email will continue to flow during the transition. At an agreed upon time, email routing will be switched to the new environment but still accessible by the legacy workstation profiles.
 - i. Configure DNS records with web provider
 - ii. Synchronize mailbox data
 - iii. Cutover e-mail
 - iv. Install Microsoft Office suite and register to BCRSD accounts
 - v. Assist users with reconfiguring Outlook for e-mail access
- 3) Migrate Local File Shares to SharePoint
 - a. Fille will be moved (using a migration tool determined by GFI Digital) from existing file shares to SharePoint. Upon completion, old files shares will be disconnected to prevent file duplication. Users will then access files only through SharePoint and OneDrive.
- 4) Configure and test policies for deployment and governance (Intune/AutoPilot)
 - a. Microsoft services such as Intune and AutoPilot will be configured and tested to apply policies, install applications automatically and streamline new workstation deployments. GFI Digital reserves the right to limit the number of Intune/Autopilot profiles, policies, & packages to a reasonable amount to stay within the parameters of this project.
 - i. Provision Intune Auto Pilot for rapid deployment of applications, security settings, and policies.
 - ii. Add existing devices to Intune.
 - iii. Validate and test as needed.
- 5) Configure all printers to universal printing
 - a. Existing printers will be configured with a universal print system allowing print services to be automatically deployed and centrally managed.
 - i. Configure and deploy a universal gateway device.
 - ii. Configure universal print shares.
 - iii. Create a universal print policy within Intune.
- 6) Workstation and Profile Migration
 - a. Existing workstations will be migrated from the BEC domain EntraID for BCRSD. A profile migration tool will be used to retain profiles (My Documents, Desktop Files, etc). BEC will setup remote access to the billing software they will continue to host.
 - i. Migrate PCs to Azure Joined Machines



- ii. Configure Profwiz Deployment Package
 - iii. Deploy and Execute Profwiz Migration
 - iv. Migrate User Profiles and Redirected Folders to OneDrive
- 7) Configure Apple Business and InTune Management for Apple devices
 - a. Apple Business will be configure so logins from the Microsoft environment can be used on iOS devices. InTune management will be configured to control the iOS devices.
 - i. Provision Apple Business with Azure Federated login and Intune Management
 - ii. Create Apple Business tenant
 - iii. Add existing devices to Apple
 - iv. Connect Apple Business to Azure for Federated login
 - v. Connect Apple Certificates to Intune for Device Management
 - vi. Configure applications in Apple Business
 - vii. Configure applications in Intune
 - viii. Configure Apple device policies
- 8) Install/Setup network equipment and establish new network
 - a. A new physical network will be established including new switching, wireless connectivity and new internet connection with a firewall.
 - i. Firewall installation and configuration
 - ii. Ubiquiti cloud key deployment
 - iii. Setup wireless configuration
 - iv. Completion of switch installation and configuration
 - v. Adopt devices and update firmware
 - vi. Connect new Internet connection to firewall and test internet access.
- 9) Migrate existing systems to new network
 - a. Existing workstations will be fully migrated to the new network, physically moving their connections from the BEC network to the new BCRSD network. Post migration support will be provided as needed, and documentation will be provided prior to the closing of project.
- 10) Validate completion of all project steps and document accordingly.

Dependencies & Assumptions

- 1) GFI Digital assumes cooperation of BCRSD in all phases described.
- 2) GFI Digital has a dependency on Boone County Regional Sewer District to assist in the effort where needed.



CUSTOMER RESPONSIBILITIES

In addition to any work tasks assigned to the client above in this Services Brief, the Client agrees to the following preparations for this project:

- 1) Unless otherwise specified above, Customer is responsible for creating and sending all communications to end users keeping them informed of the project, job aids support changes that may experience, and any actions they are required to take to prepare for the proposed changes.
- 2) Customer is responsible for ensuring that a full backup of systems and data is performed prior to the upgrade process. Failure to do this can result in data loss and is not a part of the Services Brief to restore data.
- 3) Customer is responsible for providing all fiber and copper patch cables.
- 4) Customer will provide User Acceptance test plan criteria. This test plan criterion should already be in place from **Boone County Regional Sewer District** for validating their application continuity following a failover.
- 5) Ensure that proper power is available, any necessary rack space has been allocated, and proper environmental requirements are met for any new equipment installation prior to the GFI Digital engineer arriving on site. Failure to provide proper environmental conditions could void server/appliance factory warranties or may result in a Change Management request and appropriate cost adjustments.
- 6) Unless otherwise specified in this Services Brief, the Customer is responsible for any equipment racking requirements including proper device interconnection and/or power cabling. Delays in work completion due to incorrect or incomplete rack mounting may result in a Change Management request and appropriate cost adjustments.
- 7) Customer must designate a minimum of two (2) staff members to serve as primary and secondary contacts for the duration of this project. Please see “Contacts and Resources” section within this Services Brief.
- 8) Customer is responsible for allowing GFI DIGITAL to access facilities during normal business hours from 8 AM – 5 PM, Monday – Friday. Any scheduling outside of normal business hours must be coordinated through project’s designated contact(s) with one-week advanced notice (based upon availability) to allow for resource schedule coordination and procurement.



- 9) Have any required existing server/host hardware and supported Operating Systems in good health with required service packs and/or patches applied prior to the consultant arriving on site. Systems requiring additional updates not specified in this Services Brief will be out-of-scope and require a change form to be completed.
- 10) Provide an adequate workspace for GFI DIGITAL on-site personnel with network connections to the Internet and customer's network as required, including parking, phone, necessary network connection information, IP addressing, proxy account information, etc. while satisfying customer Security Policy requirements.
- 11) Provide remote access connectivity as required to assist in the completion of this Services Brief. (Assumes compliance with existing customer security policy.)
- 12) Have customer personnel available during the implementation window to provide any required assistance and/or facilitate necessary communications to accomplish the required work.

PROJECT FEES

NOTES: Labor, licensing and hardware costs listed here are estimates provided for budgetary purposes.

- **Actual labor hours** will be invoiced or applied to a purchased block agreement. If actual hours go beyond a block agreement, hours will be billed T&M based on **Boone County Regional Sewer District's** agreed upon rates.
- Quotes for licenses or hardware will be generated separately from this document and must be approved by the Customer prior to purchase.

Role	Hours	Rate	Estimate
Project Management & Coordination	30	\$150	\$4500
Systems Engineering – Onsite or Remote	130	\$150	\$19,500
Total Estimate			\$24,000

Pricing Assumptions

- 1) Where applicable, travel time to and from a work site is billed at identified consultant hourly rates. Unless otherwise specified, only travel to the customer site beyond GFI DIGITAL office local radius is billable. See Master Service Agreement for additional details.
- 2) Unless otherwise agreed upon and stated within this document, the work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding GFI DIGITAL and customer observed holidays.
- 3) A cancellation fee of \$225 will be assessed for scheduled work customer cancellations with less than 24-hour advanced notification. Notification of cancellations can be made to any of the contacts listed in the Contacts and Resources section.
- 4) **Boone County Regional Sewer District** hereby assumes all costs associated with said requested services. Associated costs include, but are not limited to, those that are set by GFI DIGITAL under this Services Brief. GFI DIGITAL agrees to obtain approval by **Boone County Regional Sewer District** prior to incurring any costs in addition to those already itemized on this Services Brief and the purchase order provided to GFI DIGITAL prior to the services being done.



- 5) GFI DIGITAL will typically use local resources that will not require any travel expenses, assuming the work site is within a GFI DIGITAL office's local work area. In the event a non-local resource is needed, GFI DIGITAL will obtain prior written approval before incurring any travel charges. **Boone County Regional Sewer District** will reimburse GFI DIGITAL for reasonable expenses incurred in connection with our performance of the Services, if any are required, including travel expenses, lodging, meals, parking fees, copying charges, delivery charges, postage, telephone charges and other related expenses.
- 6) Payment of the net amount of an invoice is due 30 days from the date of GFI DIGITAL invoice, unless otherwise specified in this Services Brief. All Pricing is subject to Other Terms and Conditions attached hereto and incorporated by this reference herein.

Additional Fees

- 1) All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice.



CONTACTS & RESOURCES

Work Location

Work will be performed at the following location(s):

Address	Site Contact	Notes
1314 N 7th St. Columbia, MO 65201 United States	TBD	

Project Contacts

Name	Position/Company	Project Role
Jesse Stephens	Executive Director/BCRSD	Project Sponsor
TBD	Project Manager/GFI Digital	Project Manager
TBD	Sr Systems Engineer/GFI Digital	Sr Systems Engineer
Andrew Huhmann	Account Manager GFI Digital	Sales
Steven Wall	Solutions Architect/GFI Digital	Pre-Sales Engineering



ACCEPTANCE OF PROPOSAL

Due to the competitive confidentiality of information provided in the accompanying materials, all such information shall be kept in the strictest of confidence and shall not be divulged to persons other than Boone County Regional Sewer District employees unless authorized by GFI DIGITAL, subject to and only to the extent permissible by the Missouri Sunshine Law as provided in Chapter 610 of the revised Missouri statutes as determined by the Boone County Regional Sewer District in its sole discretion. The recommendations by GFI Digital for equipment, programs and services are based on information customer has furnished to GFI DIGITAL and on observations by GFI DIGITAL.

While GFI Digital believes our price and materials list to be sound, the degrees of success with which equipment, applications and services are applied to information, processing is dependent on many factors, some of which are beyond the reasonable control of GFI DIGITAL.

The signature below affirms and acknowledges that you have read the above contents in its entirety and agree to the terms and conditions of this proposal as outlined.

Accepted for **Boone County Regional Sewer District** by:

Name (Print)

Title

Signature

Date

Accepted for **GFI Digital** by:

Name (Print)

Title

Signature

Date



TERMS & CONDITIONS

- GFI DIGITAL is not responsible for the configuration, interoperability, compatibility, or functionality of products not specifically stated in this Scope of Work.
- GFI DIGITAL is not responsible for the configuration, interoperability, compatibility, or functionality of any features not specifically stated in this Scope of Work.
- Anything not specifically included in this document is EXCLUDED.
- GFI DIGITAL is not responsible for configuration, compatibility or products requested per customer-provided specifications. Professional design consulting services are available to be quoted upon request.
- GFI DIGITAL will coordinate the ordering, delivery, warranties and maintenance agreements of all equipment and software components listed that are purchased through GFI DIGITAL.
- Customer is responsible for returning all trade-in merchandise to the designated parties or issue a certificate of destruction if that is required. Failure to do so will result in a charge to the customer for the equipment not returned.
- Additional delays or communication coordination with 3rd party providers, (Telco's, local ISP's, remote vendors, etc.) not reflected in this Services Brief will be subject to a Change Management Form request.
- Customer agrees not to solicit, pursue employment nor hire any GFI DIGITAL personnel. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until twelve (12) months after the date such person terminates employment with the other party. GFI DIGITAL further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of GFI DIGITAL, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and GFI DIGITAL created by this Agreement.
- GFI DIGITAL will only process orders signed by an agent of the company and a purchase order must be provided if required by your organization.
- This Services Brief does not imply or guarantee a specific date or time frame for services to begin. All project timelines will be mutually agreed to by and between Customer and GFI DIGITAL.

CHANGE MANAGEMENT FORM

The recommended equipment, programs and services contained in this Service Brief are based upon **Boone County Regional Sewer District** requirements as understood by GFI DIGITAL. While GFI DIGITAL believes our design and pricing to be accurate based upon our discovery process and the information provided, if additional information or details not previously provided by **Boone County Regional Sewer District** is discovered, a change order may be required for additional equipment, applications, and services.

It may become necessary to amend this Service Brief for reasons including, but not limited to, the following:

- **Boone County Regional Sewer District** requests changes to scope of work and/or specifications for the Services,
- Non-availability of resources which are beyond either party's control; and/or,
- Environmental or architectural impediments not previously identified.

In the event either party desires to change this Service Brief, the following procedures will apply:

The party requesting the change will notify the other party in writing. The change request needs to describe the reason for the change and the effect the change will have on the scope of work and pricing, which may include changes to the deliverables and the schedule.

Upon mutual agreement to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request form, indicating the acceptance of the changes by the parties. The Change Management form must describe the change(s), the rationale for the change and the effect the change will have on the project. (E.g. time estimate and estimated cost).

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in the original SOW, the terms and conditions of the most recent fully executed Change Order shall prevail.



Boone County Regional Sewer District
Project Name Here

The purpose of this form is to document change requests. Once completed, the form is submitted to the client for approval. No change to the project is authorized until the client signifies agreement to the changes by signing this form.

Section 1 - Change Request

Client Name:		Change #:	[[SR or Project Number 00x]]
Job #:		Contract or PO #:	(If applicable)

Change Request Name:

Detailed Description of Requested Change (include reasons/benefits):

--

Section 2 - Change Estimates

Action Required to Implement the Proposed Change (skill set, material, tasks):

--

Estimated impact to existing Service Brief (schedule, budget, resources, specifications):

--

Schedule Adjustments:

--

<i>Change to</i>	<i>Description</i>	<i>Cost</i>	<i>Total</i>
Hours			
Material & Equipment			



Section 3 – Change Approval	
Accepted for Boone County Regional Sewer District by:	
<i>Name (Print)</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>
Accepted for GFI Digital by:	
<i>Name (Print)</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>

EXHIBIT B

INCORPORATED RFP PROVISIONS

Appendix E – Current Technical Environment of BCRSD

- All information technology services are currently provided to BCRSD by Boone Electric Cooperative (BEC).
- BCRSD is connected to BEC by a fiber connection, delivering network access.
- E-mail and cloud services are hosted in Microsoft 365 by BEC
- Files are stored on a DFS-based file share hosted by BEC. Approximate data usage is 350GB
- Workstations are domain-joined to BEC domain, leveraging Group Policy Objects (GPO)
- The network is a single 48 port switch with a single access point. Wifi connections are not good
- Edge security is provided across the fiber connection to the BEC environment.
- Workstation security is provided by Windows Defender and Manage Engine
- Laptops access information remotely through VPN and Splashtop to get to network files
- There is 1 remote desktop connection used to connect to the Rocky Fork wastewater treatment plant.
- There is 1 standalone laptop used for CCTV
- There is 1 standalone laptop used to connect to SL rack
- No physical servers were present; access to billing server is provided by BEC
- There are approximately 20 users, with 9 onsite at the main building and 8 in the field, leveraging iPads and cell phones as needed
- Phone system is legacy POTS based, with auto-dialer system at treatment plants
- Various off-the-shelf applications in use including QuickBooks Online, Adobe Pro Suite
- There are some specialized applications including AutoCAD Civil3D, ArcGIS, BlueBeam, and iVue
- Web hosting is based on Wordpress
- Multi-Factor Authentication provided by DUO through BEC
- BCRSD is in the process of digitizing 30 years of paper records, which will eventually create a large volume of files to store, and increasing digital storage needs.
- Security cameras and door access is SW not Electric
- There is no collaboration platform in use, but Microsoft Teams is the desired platform.

EXISTING ENVIRONMENT SUMMARY/COUNTS	
*Based on input from BCRSD, BEC and discovery	
Servers	(0) *Billing server hosted by BEC
Workstations	Approx. (9) on-premise, (8) field, iPhones and iPads
Applications	AutoCad Civil3D, ArcGIS, BlueBeam, Adobe Pro Suite, Microsoft 365 suite, Quickbooks Online, SL Dog, iVue billing
Data/Files	Approximately 350GB stored on DFS file share
Email System	Microsoft 365 hosted by BEC
Web Hosting	WordPress
Printers	(3) - 1 Main, 1 check, 1 label
Phone System	Legacy POTS
Network	(1) 48 port switch and Access Points *Owned by BEC
Internet	Fiber through BEC – will need new connection

Appendix F – BCRSD Project Scope

1. Establish Microsoft 365/EntraID environment

- a. During this phase, cloud services and identity management will be established. New user accounts, groups, and other items created. This will be the foundation of the new environment.
 - i. Establish new 365/Entra ID Tenant
 - ii. Create user and group accounts for up to 20 users

2. Migrate e-mail from BEC to BCRSD

- a. During this phase, existing e-mail in mailboxes hosted by BEC will be synchronized to the new Microsoft 365 tenant mailboxes. User e-mail will continue to flow during the transition. At an agreed upon timeframe, e-mail routing will be switched to the new environment but still accessed by the legacy workstation profiles.
 - i. Configure DNS records with web provider
 - ii. Synchronize mailbox data
 - iii. Cutover e-mail
 - iv. Install Microsoft Office suite and register to BCRSD accounts
 - v. Assist users with reconfiguring Outlook for e-mail access

3. Migrate files to SharePoint

- a. During this phase, files will be moved (using a migration tool) from the existing file shares to the SharePoint environment. Once migrated, the old file shares will be disconnected to prevent file duplication. When this phase is completed, users will access files through SharePoint and OneDrive.
 - i. Deploy M365 backups (if purchased by BCRSD)
 - ii. Configure SharePoint sites/libraries
 - iii. Install and configure migration tool suite
 - iv. Stage and test file migration
 - v. Migrate file shares and have BEC disable access to original once confirmed

4. Configure and test machine policies for deployment and governance

- a. During this phase, Microsoft services such as Intune and AutoPilot will be configured and tested to apply policies, install applications automatically, and streamline new workstation deployment.
 - i. Provision Intune Auto Pilot for rapid deployment of applications, security settings, and policies
 - ii. Add existing devices to Intune
 - iii. Test and troubleshoot

5. Configure universal printing

- a. During this phase, the existing printers will be configured with a universal print system which will allow print services to be automatically deployed and managed centrally.
 - i. Configure and deploy universal print gateway device
 - ii. Configure universal print shares
 - iii. Create universal print deployment policy in Intune

6. Workstation and Profile migration

- a. During this phase, the existing workstations will be migrated from the BEC domain to EntraID for BCRSD. A profile migration tool will be used to retain profiles (My documents, Desktop Files, etc). Also, BEC will setup remote access to the billing software they will continue to host.
 - i. Migrate PCs to Azure Joined Machines
 - ii. Configure Profwiz Deployment Package
 - iii. Deploy and Execute Profwiz Migration
 - iv. Migrate User Profiles and Redirected Folders to OneDrive

7. Create Apple Business and federated logins and InTune management

- a. During this phase, Apple Business will be configured so that logins from Microsoft environment can be used on the iOS devices. Also, InTune management will be configured to control the iOS devices.
 - i. Provision Apple Business with Azure Federated login and Intune Management
 - ii. Create Apple Business tenant
 - iii. Add existing devices to Apple
 - iv. Connect Apple Business to Azure for Federated login
 - v. Connect Apple Certificates to Intune for Device Management
 - vi. Configure applications in Apple Business
 - vii. Configure applications in Intune
 - viii. Configure Apple device policies

8. Provision new network

- a. During this phase, a new physical network will be established including network switching, wireless connectivity, and a new Internet connection with firewall.
 - i. Firewall installation and configuration
 - ii. Ubiquiti cloud key deployment
 - iii. Wireless configuration
 - iv. Switch installation and configuration
 - v. Adopt devices and update firmware

- vi. Connect new Internet connection to firewall and test Internet access
- vii. Migrate machines to network

9. Migrate existing computers to the new BCRSD network

- a. During this phase, the existing computers will be fully migrated to the new network, physically moving their connections from the BEC network to the new BCRSD network. Post migration support will be provided.
 - i. Network Cutover
 - ii. Activate Teams
 - iii. Troubleshooting and post migration support
 - iv. Organize documentation
 - v. Close project

Out of Scope

The following items are **not** included in the migration plan. These may be items that were discussed as future projects or projects that will be delivered by 3rd parties:

- Migration of billing software (iVue). BEC will provide remote access to existing solution until BCRSD finds a suitable replacement
- Migration of website
- Migration of physical documentation that is being virtualized
- Replacing any computers, including CAD workstations. The migration plan is based on leveraging existing machines
- Migration or replacement of phone system (separate Teams based phone system or alternative VOIP system will be considered)
- Physical security system (door access and/or cameras)
- Troubleshooting any preexisting and/or unrelated issues
- Configuring automation of applications not compatible with Autopilot deployment
- Directory Management or Design within SharePoint
- Teams Customization
- Mounting of physical hardware above 9ft
- Low Voltage wiring

Assumptions and Risks

The following are key assumptions and risks based on the known environment and conditions

- Migration of billing software (iVue). BEC will provide remote access to existing solution until BCRSD finds a suitable replacement
- Users' desktop settings/preferences and browser data/cache may not transfer during profile migration
- End Users are responsible for any credentials for applications or web logins. BCRSD will retain or manage individual login information.
- Personal devices cannot be configured for Autopilot
- Factory installed Windows Pro licenses are required on any workstations. In place upgrade from Home to Pro is ineligible.
- Project management, such as scheduling, preparation, planning, coordination, communication, documentation, and design work, will be required during this project and shall be included as part of the up-front costs.
- Client must establish Microsoft 365 tenant with ADsync enabled and required licensing. *P1 Equivalent
- End-user devices must meet Azure/Intune system requirements.
- M365 backups will be required if data in Sharepoint requires more than 30 days.
- In cases where instructions are provided to users and it is agreed upon by the Project Team members and the Client Project Sponsors that the users will affect changes, it is expected that users will follow the instructions. Additional work created by a failure to follow instructions will be considered "Out of Scope"
- All existing hardware and infrastructure either directly or indirectly associated with this project is stable and capable of supporting the proposed changes. This includes having ample power capacity, proper cooling/HVAC, recent backups, solid network connectivity, up-to-date virus and malware protection with no active infections, and no failed hardware.
- Recurring fees such as cloud subscriptions, licensing, server management, security products, and online backup solutions may increase during and after the project to reflect the changes being made.
- Products purchased outside of the selected service provider will be subject to billable costs for handling, inventory management, order remediation and procurement charges.
- All existing hardware, software, services, and licenses either directly or indirectly associated with this project are covered under an active support contract/warranty maintained by the client. Any costs associated with contacting a vendor for third party support will be the responsibility of the client.

Needed Equipment/Licenses

The following equipment breakdown is an estimate based on preliminary discovery and conversations with BCRSD

Equipment and Licenses Needed	QTY
Microsoft M365 Business Premium per User	20
Microsoft M365 Backups per User	20
Firewall	1
Cloud Key	1
Wireless Access Point	3
Switch	1
Universal Print Connector, Annual Subscription	1
Uninterruptible Power Supply (UPS)	1
Wallmount Rack Cabinet	1
ForensIT ProfWiz Corporate Edition	1

Appendix H – General Contract Requirements

1.1 Invoicing and Payments:

- 1.1.1 The service provider shall invoice and be paid in accordance with firm, fixed prices shown in the Offeror Response within the proposal. The service provider shall submit an itemized invoice to the BCRSD monthly.
- 1.1.2. Payment will be made monthly after an invoice has been received.
- 1.1.3. Any additional costs associated with this proposal must be approved through the appropriate Change Order mechanism accomplished by way of a written contract amendment. No additional fees or taxes shall be included as additional charges. The BCRSD agrees to pay invoices within thirty (30) calendar days of receipt of a valid invoice.

1.2 Other General Contract Requirements:

- 1.2.1 Insurance Requirements: The service provider shall not commence work under the contract until the service provider has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the BCRSD; nor shall the service provider allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be in amounts, form and companies satisfactory to BCRSD which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the BCRSD.
 - a. Employers Liability and Workers Compensation Insurance: The service provider shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the service provider shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the service provider. Workers Compensation coverage shall meet Missouri statutory limits.
 - b. Commercial General Liability Insurance: The service provider shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,448,710.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If providing

Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- c. The service provider may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to endorse the BCRSD as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The service provider shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,448,710.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Service Provider's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The service provider shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of BCRSD. The service provider shall provide to the BCRSD copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the BCRSD as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The service provider shall furnish the BCRSD with Certificate(s) of Insurance which name the BCRSD as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the BCRSD. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the BCRSD has made final acceptance of the services provided.
 - a. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the BCRSD shall have the right to cancel and terminate the contract without notice. The offeror shall add BCRSD as a Certificate Holder:

Certificate Holder address:

BCRSD
1314 North Seventh Street
Columbia, MO 65201

- 1.2.2 **Indemnity Agreement:** To the fullest extent permitted by law, the service provider shall indemnify, hold harmless and defend the BCRSD, its directors, trustees, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the service provider, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the service provider or a subcontract for part of the services), of anyone directly or indirectly employed by the service provider or by any subcontractor, or of anyone for whose acts the service provider or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the service provider to indemnify, hold harmless, or defend the BCRSD from its own negligence.
- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the BCRSD, its officials nor any of its employees in the course of their official duties.
- 1.2.3 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without prior consent and approval in writing by the BCRSD.
- 1.3 Contract Period:** The initial contract period shall run from the **Date of Contract approval through December 31, 2028**. The contract will be extended for two years upon written notice provided by BCRSD to the service provider on or before December 31, 2028. Either party may terminate the contract by providing the other party with ninety (90) calendar days prior written notice.
- 1.4 Pricing:** All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period.
- 1.5 Cancellation:**
- 1.5.1 The BCRSD reserves the right to cancel the contract without cause by giving not less than ninety (90) calendar days prior notice to the service provider in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the service provider to comply with any of the provisions of the contract may be considered a material breach of contract and may be cause for immediate termination of the contract at the discretion of the BCRSD. BCRSD may allow the service provider reasonable opportunity to cure material breach but is not required to do so.
- 1.5.2 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the BCRSD must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the BCRSD.

- 1.6 Equal Opportunity Employer:** The BCRSD is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.
- 1.7 Work Authorization Certification:** If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the serviced provider must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)
- 1.8 Sales/Use Tax Exemption:**
- 1.8.1** The BCRSD will provide the service provider with a completed Missouri Project Exemption and Missouri Tax Exemption letter for BCRSD. It shall be the responsibility of the service provider to ensure that the BCRSD pays no sales/use taxes from which it is exempt. The service provider shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062, RSMO, not otherwise herein specified. The service provider agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the BCRSD harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.



Prepared for:
Boone County Regional Sewer District

Prepared by:
Technology Services

We have prepared a quote for you

Datto SaaS

Quote # 014805
Version 1



Datto SaaS

Prepared by:

GFI Digital Inc.

Technology Services
(314)997-6300 ext.5
Fax (314) 997-6064
digitalnetorders@gfidigital.com

Prepared for:

Boone County Regional Sewer District

1314 N 7th St.
Columbia, MO 65201
Jesse Stephens
(573) 443-2774
jstephens@bcrsd.com

Quote Information:

Quote #: 014805

Version: 1
Delivery Date: 06/18/2025
Expiration Date: 07/03/2025

Monthly Expenses Summary

Description	Amount
Support	\$27.00
Monthly Total:	\$27.00

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER. No contract for sale will exist until customer's acceptance of quote by electronic signature or Purchase order has been sent and accepted by GFI Digital, Inc. Reinstatement fees, loss of benefits, cessation of services, or the requirement to purchase new licensing can occur, if the renewal process is not completed prior to the expiration date.

Unless otherwise noted, prices quoted do not include freight. If customer pays by credit card, GFI Digital will invoice actual credit card transaction fees in addition to the purchase amount and freight charges.

The Total does not include any applicable taxes, unless specified.

Subject to continuing credit approval, terms of payment are net 30 days from the invoice date unless otherwise noted. GFI Digital, Inc. will invoice upon shipment of items from point of origin.

Upon acceptance the undersigned agrees to pay the total amount due, as specified, to GFI Digital, in accordance with the terms specified. If customer pays by credit card, GFI Digital will charge a 3% processing fee in addition to the purchase amount and freight charges. GFI reserves the right to delay service if your account is delinquent.

The undersigned represent that they have authority to enter in to this Agreement.

GFI Digital Inc.

Boone County Regional Sewer District

Signature: _____

Signature: _____

Name: GFI Digital

Name: Jesse Stephens

Title: Technology Services

Date: _____

Date: 06/18/2025



Prepared for:
Boone County Regional Sewer District

Prepared by:
Technology Services

We have prepared a quote for you

O365 Licenses - Annual Commit/Monthly
Pay

Quote # 014802
Version 1



<http://www.gfidigital.com>

P: (314) 997-6300 option: 5
E: digitalnetorders@gfidigital.com

O365

Description		Recurring	Qty	Ext. Recurring
The licenses on this quote are for an annual commitment, with no cancellation until the renewal date. The total amount reflected on this quote is the monthly minimum for the 1 year term. Licenses may be added at any time during this term.				
1358239	Microsoft 365 Business Premium (Monthly Billing)-Per Each License.	\$23.10	20	\$462.00
Recurring Subtotal:				\$462.00



<http://www.gfidigital.com>

P: (314) 997-6300 option: 5
E: digitalnetorders@gfidigital.com

O365 Licenses - Annual Commit/Monthly Pay

Prepared by:

GFI Digital Inc.

Technology Services
(314)997-6300 ext.5
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Prepared for:

Boone County Regional Sewer District

1314 N 7th St.
Columbia, MO 65201
Jesse Stephens
(573) 443-2774
jstephens@bcrsd.com

Quote Information:

Quote #: 014802

Version: 1
Delivery Date: 06/18/2025
Expiration Date: 07/03/2025

Recurring Expenses Summary

Description	Amount
O365	\$462.00
Recurring Total:	\$462.00

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER. No contract for sale will exist until customer's acceptance of quote by electronic signature or Purchase order has been sent and accepted by GFI Digital, Inc.

Unless otherwise noted, prices quoted do not include freight. If customer pays by credit card, GFI Digital will charge a 3% processing fee in addition to the purchase amount and freight charges.

The Total does not include any applicable taxes, unless specified.

Subject to continuing credit approval, terms of payment are net 30 days from the invoice date unless otherwise noted. GFI Digital, Inc. will invoice upon activation of licenses and/or shipment of items from point of origin.

Upon acceptance the undersigned agrees to pay the total amount due, as specified, to GFI Digital, in accordance with the terms specified. GFI reserves the right to delay service if your account is delinquent.

The undersigned represent that they have authority to enter in to this Agreement.

By agreement to this quote, Client accepts and agrees to the Subscription Terms of the Microsoft Cloud Agreement located at <https://docs.microsoft.com/en-us/partner-center/agreements> ("Subscription Terms"). Client is responsible for canceling existing subscriptions that may be active with Microsoft directly or another CSP partner.

GFI Digital Inc.

Boone County Regional Sewer District

Signature: _____

Signature: _____

Name: GFI Digital

Name: Jesse Stephens

Title: Technology Services

Date: _____

Date: 06/18/2025



Prepared for:
Boone County Regional Sewer District

Prepared by:
Technology Services

We have prepared a quote for you

Meraki Quote

Quote # 014775
Version 1



<http://www.gfidigital.com>

P: (314) 997-6300 option: 5
E: digitalnetorders@gfidigital.com

Meraki

Description	Price	Qty	Ext. Price
EQUIPAMENTO PARA SEGURANCA DE REDE Meraki MX67 Router/Security Appliance, 1 GbE RJ45; 1 USB (cellular failover); 1 GbE RJ45; 4 GbE RJ45, Full lifetime hardware warranty with next-day advanced replacement included	\$334.32	1	\$334.32
MERAKI MX67 ADVANCED SECURITY LICENSE AND SUPPORT, 3YR	\$854.56	1	\$854.56
Meraki MR36 Wi-Fi 6 Indoor AP wireless, 1x 10/100/1000 BASE-T Ethernet (RJ45), 2.4GHZ 5GHZ, support 802.11b/g/n/ax 802.11a/n/ac 802.3af, processor and cellular technology are not included, 1 year hardware warranty with advanced replacement included	\$377.40	3	\$1,132.20
SOFTWARE Meraki MR Enterprise Cloud Controller License, 3 Years	\$273.96	3	\$821.88
Switch - MS130-48P-HW - 1U - Wired - 1Gbps - Gigabit Ethernet - None Processor - 100-240V 50-60Hz - 802.1q, 802.1X - Layer 2 - LED indicators - 802.3bt PoE up to 30W per port	\$2,544.99	1	\$2,544.99
Meraki MS130-48 Enterprise License and Support, 3 Year	\$362.53	1	\$362.53
Subtotal:			\$6,050.48

Hardware

Description	Price	Qty	Ext. Price
Eaton Tripp Lite Series SmartRack 12U Low-Profile Switch-Depth Wall-Mount Small Rack Enclosure, Hinged Back	\$581.87	1	\$581.87
Eaton Tripp Lite Series Smart LCD 1500VA 900W 120V Line-Interactive UPS - 8 Outlets, USB, DB9, 2U Rack/Tower	\$426.23	1	\$426.23
Subtotal:			\$1,008.10



<http://www.gfidigital.com>

P: (314) 997-6300 option: 5
E: digitalnetorders@gfidigital.com

Meraki Quote

Prepared by:

GFI Digital Inc.

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(314)997-6300 ext.5
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digitalnetorders@gfidigital.com

Prepared for:

Boone County Regional Sewer District

1314 N 7th St.
Columbia, MO 65201
Jesse Stephens
(573) 443-2774
jstephens@bcrsd.com

Quote Information:

Quote #: 014775

Version: 1
Delivery Date: 06/19/2025
Expiration Date: 07/02/2025

Quote Summary

Description	Amount
Meraki	\$6,050.48
Hardware	\$1,008.10
Total:	\$7,058.58

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER. No contract for sale will exist until customer's acceptance of quote by electronic signature or Purchase order has been sent and accepted by GFI Digital, Inc. All prices and descriptions are subject to change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to external economic conditions, including tariffs. Should any of these factors result in cost increase, we will provide an updated pricing estimate.

Unless otherwise noted, prices quoted do not include freight. All freight amounts are estimates only and subject to change.

The Total does not include any applicable taxes, unless specified. If customer pays by credit card, GFI Digital will charge a 3% processing fee in addition to the purchase amount and freight charges.

Subject to continuing credit approval, terms of payment are net 30 days from the invoice date unless otherwise noted. GFI Digital, Inc. will invoice upon shipment of items from point of origin.

ALL SALES ARE FINAL. There is a no return and/or exchange policy implemented by GFI on products approved to be purchased by the customer on this document. Manufacturer restrictions apply to certain products that arrive damaged or defective. Customer may obtain additional details and any applicable updates from the dedicated GFI account manager.

Upon acceptance the undersigned agrees to pay the total amount due, as specified, to GFI Digital, in accordance with the terms specified. GFI reserves the right to delay service if your account is delinquent.

The undersigned represent that they have authority to enter in to this Agreement.

GFI Digital Inc.

Boone County Regional Sewer District

Signature: _____

Name: GFI Digital

Title: Technology Services

Date: 06/19/2025

Signature: _____

Name: Jesse Stephens

Date: _____