



Issue: A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT AMENDMENT WITH IONWAVE TECHNOLOGIES FOR CONTRACT MANAGEMENT SERVICES.

Date: SEPTEMBER 3, 2021

Submitted By: Jennifer Evans, Director of Finance

Background

The City currently has a contract with IonWave Technologies for our contract management system. The 2021 budget includes additional funding to add an electronic bidding and supplier management registration module to this existing contract.

Analysis

The addition of this module will allow vendors to register with the City so they can in turn be notified through the system of specific bid lettings. This will also facilitate electronic submissions and tracking of bids as well as provide linkage between successful bidders and their subsequent contracts.

This amendment will add the electronic bidding and supplier management registration module and extend our current contract for 5 years.

Recommendation

Staff recommends the passage of this resolution.

RESOLUTION NO. 2021-095

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT AMENDMENT WITH IONWAVE TECHNOLOGIES FOR CONTRACT MANAGEMENT SERVICES.

WHEREAS the City currently has a contract with IonWave Technologies for the provision of a contract management system; and

WHEREAS the City desires to obtain an electronic bidding and supplier management module from IonWave; and

WHEREAS the contract amendment, attached hereto as "Resolution Exhibit A," would allow for the provision by IonWave of these additional modules; and

WHEREAS the City Council desires to authorize the City Administrator to execute, on behalf of the City, the contract amendment attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, on behalf of the City, is hereby authorized to enter into the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A." Said Contract shall be in substantially similar form to the document attached hereto as "Resolution Exhibit A." The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS 13TH DAY OF SEPTEMBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

RESOLUTION NO. 2021-095

47 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.**
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50 **ATTEST:**

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52 _____
53 **CITY CLERK**

_____ **MAYOR**

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56 **APPROVED AS TO FORM:**

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58 _____
59 **CITY ATTORNEY**

RESOLUTION EXHIBIT A



**AMENDMENT NUMBER 1
TO THE AGREEMENT
BETWEEN
CITY OF NIXA, MISSOURI
AND
ION WAVE TECHNOLOGIES, INC.**

This Amendment Number 1 entered into and effective on December 1, 2021, modifies the Master License and Services Agreement (“Agreement”) between the City of Nixa, Missouri, (“Client”) and Ion Wave Technologies, Inc. (“IWT”) entered into on December 1, 2016 as follows:

1. Definitions: All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Amendment.
2. This Amendment Number 1 is issued to extend the term of the previous Agreement and add the Electronic Bidding and Supplier Management / Registration modules subscription as detailed in the attached Exhibit A-1 and Exhibit C-1.
3. All other terms and conditions of the Agreement remain unchanged.

**Exhibit A-1
Licensed Products**

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The previous license grant shall be extended for an additional five (5) year period, with usage limited to Client employee users.
 - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and the Supplier Management / Registration Modules.
 - The Bid Evaluation Scoring module, the Reverse Auction module, the Collaboration/Workflow module, the Contract Execution/Signatures module, IWT’s Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid as outlined in the payment section below.
 - (ii) IWT Contract Management subject to the following terms and restrictions:
 - The license grant shall be for a five (5) year period starting upon execution of this Agreement, with usage limited to Client employee users.
 - The Contract Management license shall include the Contract and Insurance Certificate Tracking modules. Any future modules are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below when bundled with IWT Sourcing.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:

- (i) Support and Maintenance:
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the license period at no additional cost to Client.

3. Payment. Payment for the license fees shall be due as follows:

- (i) \$10,000 Annual License Fees due December 1, 2021 for the service period 12/01/2021 to 11/30/2022.
- (ii) \$10,250 Annual License Fees due December 1, 2022 for the service period 12/01/2022 to 11/30/2023.
- (iii) \$10,500 Annual License Fees due December 1, 2023 for the service period 12/01/2023 to 11/30/2024.
- (iv) \$10,750 Annual License Fees due December 1, 2024 for the service period 12/01/2024 to 11/30/2025.
- (v) \$11,000 Annual License Fees due December 1, 2025 for the service period 12/01/2025 to 11/30/2026.

4. Non-Appropriation. Client intends to remit to IWT all payments for the full term if funds are legally available. In the event Client is not granted an appropriation of funds at any time during the term for the funds and are not, otherwise available to Client to pay IWT payments due and to become due under this Agreement, and there is no other available funds by which payment can be made to IWT, and the non-appropriation did not result from an act or omission by Client, Client shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Client’s fiscal period, Client’s Business Services Executive Director shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Client, and (c) Client has exhausted all funds legally available to pay IWT. If Client terminates this Agreement because of non-appropriation of funds, Client may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by IWT; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

IWT: Ion Wave Technologies, Inc.	Client: City of Nixa, Missouri
Signed:	Signed:
Printed Name:	Printed Name:
Printed Title:	Printed Title:
Date:	Date:

Exhibit C-1 Statement of Work ("SOW")

1. Introduction

Client seeks to implement the Electronic Bidding application (the "Solution"). The primary objective of the project is to configure and implement the Solution for the Client. This will be done in a way that utilizes the standard features of the Solution and is based on the Solution standard configurations.

This SOW describes the scope of services and the services investment necessary to complete the Solution implementation project. IWT Professional Services will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

2. Summary of IWT Responsibilities

The following major activities are included in the scope of this project and will be performed by IWT:

- (i) Coordinate and lead all meetings, workshops, and training sessions.
- (ii) Provide training to Client end users in Client’s desired format:
 - a. Web-based. Provide up to two (2) web-based training sessions to Client users. **-OR-**
 - b. On-site Training. If included, provide up to four (4), two-hour, on-site training sessions to Client users over a two consecutive-day period for the additional fees detailed below.
- (iii) Conduct lecture style training including a solution overview.
- (iv) Provide training program documentation to the Client.

- (v) Provide “hands-on” training activities to Client attendees.
- (vi) Review Client attendee “hands-on” training activities.
- (vii) Consult Client on various Solution use options.
- (viii) Provide project management, including coordination and management activities, issue tracking, and weekly status reporting to Client.
- (ix) Coordinate Client acceptance testing.
- (x) Provide issue resolution according to the severity levels and response times as outlined in the Agreement.

3. Summary of Client Responsibilities

Client agrees to undertake at its sole expense, the following responsibilities:

- (i) Assignment of an internal dedicated project manager to manage the Solution and its implementation.
- (ii) Coordinate internal participation in project related meetings.
- (iii) Provide materials and facilities for project related activities, including Internet-capable machines for training sessions.
- (iv) Purchase, install, and validate any third-party software required.
- (v) Develop and implement test scripts for acceptance of the Solution.
- (vi) Plan, coordinate, and participate in training sessions and complete all training assignments.
- (vii) Plan and direct the production deployment (Go-live).

4. Technical Requirements

Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

- (i) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses.
- (ii) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system.
- (iii) IWT may modify any of the above hardware and software requirements from time to time, upon ninety (90) days written notice to Client. Current requirements can be viewed at <https://prod.ionwave.net/BrowserCompatibility.html>

5. Project Organization and Operating Procedures

- (i) Project Organization. Client and IWT agree to assign dedicated staff to perform their respective project activities.
- (ii) Change Control Process. IWT projects follow a standard change control process. If during the course of a project, a scope change is identified, then the IWT project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the IWT project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the IWT project manager and the Client project manager.
- (iii) Acceptance Process. Client will review any Work Product requiring explicit acceptance within five (5) business days of delivery and will document required adjustments. If IWT does not receive notice within the defined five-day period, each Work Product will be considered accepted. Within five (5) days, IWT will provide a revised Work Product that incorporates the agreed adjustments. In the event that Client does not accept the revised Work Product, the parties may agree to repeat this review and acceptance process one additional time. If disputes remain after repeating the acceptance process, the project team will refer these to IWT’s and the Client’s executive teams for resolution.
- (iv) Work Location. Unless otherwise specified, Client and IWT will perform all work at their respective locations. If included, On-Site Training will be held at the Client’s training facilities.

6. Project Investment

Project Payment Schedule

Payment Item	Amount	Payment Schedule
Implementation Services Mobilization Fee	WAIVED	Remitted to IWT upon the start of the project.

Payment Item	Amount	Payment Schedule
Implementation Services Go-Live Fee	\$0	Remitted to IWT upon the preparation of the system for Go-Live following training and configuration.
Web-Based Training Services	\$0	Remitted to IWT upon completion of training.
Contract Data Import Services	Not Included	Remitted to IWT upon completion of the data import service.
On-Site Training Services	Not Included	Remitted to IWT upon completion of on-site training.
Total Services	\$0	
Travel and Administrative Expenses Estimate	-0-	No travel is expected for this engagement.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

IWT: Ion Wave Technologies, Inc.	Client: City of Nixa, Missouri
Signed:	Signed:
Printed Name:	Printed Name:
Printed Title:	Printed Title:
Date:	Date: