

Master Agreement #: **AR3088**

B2GNOW

Contractor: **ASKREPLY, INC. D/B/A B2GNOW**

And



Participating Entity: **HORRY COUNTY GOVERNMENT**

Horry County Procurement File #: **2021-22-007**

Horry County Contract #: **1921**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *Not applicable*

Master Agreement Terms and Conditions:

1. SCOPE: This addendum covers *Cloud Solutions* led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by Horry County Government's statutes to utilize this NASPO contract with the prior approval of the South Carolina State's Chief Procurement Official to execute a Participating Addendum.

2. PARTICIPATION: This NASPO ValuePoint Master Agreement may be used by all Horry County Government departments authorized to use this participating addendum in the Horry County Government. Issues of interpretation and eligibility for participation are solely within the authority of the Horry County Government's Chief Procurement Official.

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

3. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	AskReply, Inc. d/b/a B2Gow
Address:	725 West McDowell Road, Phoenix, AZ 85007
Telephone:	602-325-9277
Fax:	866-892-6270
Email:	feb@b2gnow.com

Participating Entity

Name:	Horry County Government
Address:	1301 Second Avenue, Conway, SC 29526
Telephone:	843-915-5380
Fax:	843-365-9861
Email:	massiek@horrycounty.org

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT: These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. ORDER OF PRECEDENCE:

The following documents are incorporated into the Agreement and the resulting Order or statement of work between any Eligible Entity and Contractor, as though fully set forth therein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1) The Horry County Contract and its attachments A, B, C and D (Attachment A);
- 2) This Participating Addendum and its attachments C, D, E, F, G, and H, and its Appendices (Attachment B);
- 3) The NASPO ValuePoint Master Agreement Terms and Conditions, including Exhibit 1, as modified herein or in the applicable order or statement of work;
- 4) The Solicitation;

- 5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State, excluding any Cloud Solution Provider service terms, license agreements, or similar use agreements attached thereto; and
- 6) The Purchase Order

5. SUBCONTRACTORS: Contractor shall perform the Master Agreement.

6. ORDERS: Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7. NON-COLLUSION: By submitting a response, the party making the foregoing offer that such offer is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said Response or of that of any other responder or to secure any advantage against owner any person interested in the proposed contract; and that all statements in said Response are true; and further, that such responder has not, directly or indirectly submitted this RFP, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

8. PAYMENT INFORMATION, TERMS AND SALES TAX: Payment Terms are Net thirty (30) days upon receipt of correct invoice. Horry County Government is required to pay sales tax. Horry County tax rate is (8%) eight percent, except on purchases/work/deliveries within the city limits of Myrtle Beach, where the tax rate is (9%) nine percent.

9. FUNDING: These services are anticipated to be purchased with Horry County Department of Airports Funds.

10. NON-APPROPRIATION OF FUNDS: If (a) sufficient funds are not budgeted or appropriated and budgeted by Horry County Council in any fiscal period for payment of costs and fees and (b) Horry County has exhausted all funds legally available for such payment costs and fees due under this agreement or any renewal thereof, then Horry County will give awarded Provider reasonable written notice and this Agreement will terminate as of the last day of Horry County's fiscal period for which funds for payment are available. Such termination with notice is without any expense or penalty.

11. CONTRACT ASSIGNMENT: No contract awarded under these terms, conditions, and specifications shall be sold, transferred, or assigned without the written approval of the County.

12. CONTRACT CHANGES: Contract terms and conditions shall not be changed. Change must be deemed allowable, allocable, within the scope of its agreement, and reasonable for the completion of services. Changes shall be agreed upon by both parties and recorded using the approved change order document. The change to method, price, or schedule of the work must be clearly identified for each specific change which may occur.

13. CIVIL RIGHTS – TITLE VI NOTICE: Horry County Department of Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Providers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

14. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM

WAGE): All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Provider has full responsibility to monitor compliance to the referenced statute or regulation. The Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15. FREEDOM OF INFORMATION STATEMENT: Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a “Request for Proposals (RFP)” which is privileged and confidential if so designated by the Provider shall be protected from disclosure. Such information must be clearly marked as “CONFIDENTIAL” by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

16. INTEGRATED AGREEMENT; MODIFICATION: This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

17. AUTHORITY: Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

18. ELECTRONIC SIGNATURES: A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

19. COUNTERPARTS: This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Horry County Government	Contractor: AskReply, Inc. d/b/a B2Gnow
Signature: <i>Kimberly Massie</i>	Signature: <i>Frank Begalke</i>
Name: Kimberly Massie	Name: Frank Begalke
Title: Director of Procurement	Title: Chief Operating Officer
Date: 11/19/2021	Date: 11/19/2021

[Additional signatures may be added if required by the Participating Entity]



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Voight Shealy
Telephone:	(803) 760-0302
Email:	vshealy@naspovaluepoint.org

***Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.***



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

HORRY COUNTY AND

**AskReply, Inc. d/b/a B2Gnow
725 West McDowell Road
Phoenix, AZ 85007
Phone: (602) 325-9277**

Email(s): angela.booker@b2gnow.com or feb@b2gnow.com

Attn: Angela Booker or Frank Begalke

CONTENTS

Contract for Professional Services

Exhibit A Mandatory FAA Contract Provisions

Exhibit B Scope and Term of Services

Exhibit C Cost of Services

Exhibit D Sample Work Authorization

ADDITIONAL ITEMS ATTACHED:

- Vendor W-9
- Vendor Certificate of Insurance
- Vendor Business Licenses

PROFESSIONAL SERVICES CONTRACT NO.: #1921

This Contract for Professional Services (“**Contract**”), with an effective date of **December 15, 2021**, is hereby entered into between **HORRY COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 (“**County**”); and **AskReply, Inc. d/b/a B2Gnow** (“**Provider**”), a corporation organized and existing under the laws of the State of **Arizona** and authorized to conduct business in the County of Horry and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Provider** of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Provider** concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Provider**. Forbearance by **County** from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Provider** to rely upon such forbearance in the event of another similar breach by **Provider** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986;

1.6.7. South Carolina Payment of Wages Act, S.C. Code §§ 41-10-10 et seq.;

1.6.8 South Carolina Worker's Compensation Act, S.C. Code §§ 42-1-10 et seq.;

1.6.9 South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws;

1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.

Provider shall also comply with Exhibit A, Mandatory FAA Contract Provisions, and all applicable Federal, State, and Local laws not specified herein which may be applicable to any aspect of its activities under this Contract.

1.7. By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Provider** shall perform those tasks set forth in Exhibit "B", attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "B" shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit "B" shall not bind **County**.

2.2. All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit "B", not to exceed five (5) years.

3. PAYMENT FOR SERVICES:

3.1. The costs of services are set forth in Exhibit “B” of this Contract. **Provider’s** invoice to County will be on a basis of net thirty (30) days after receipt by **County** of invoice.

3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Provider** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1. County warrants that:

4.1.1. **County** has the lawful authority required under State law and **County’s** Ordinances to enter into and perform this Contract;

4.1.2. **County** shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Provider warrants that Provider has:

4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit “B”, and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Provider**.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

- 4.3.3.** Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4.** Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5.** Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6.** Make no offer of employment to any **County** employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between **County** and **Provider**, and approved by County's attorney:

- 5.1.** All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by **County** to **Provider** during the term of this Contract shall remain the property of **County**;

5.3. All intellectual property provided to **County** by **Provider** and originating from this Contract shall become and remain the property of **County**, and **Provider** shall not, without the written consent and license from **County**, use such intellectual property for another commercial purpose;

5.4. **County** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: **County** and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another provider.

7. INDEPENDENT CONTRACTOR STATUS: **Provider** shall not, by entering into this Contract, become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to

create any joint venture, partnership, or common enterprise between **Provider** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

8.1. To County:

8.1.1.

Director of Airports
Horry County Department of Airports
1100 Jetport Road
Myrtle Beach, SC 29577
(Tel: (843) 448-1580; Fax: (843) 626-9096)

with a copy to:

Horry County Attorney
Horry County
1301 Second Avenue
Conway, SC 29526
(Tel: 843-915-5270; fax 843-915-6270)

8.2. To Provider:

8.2.1.

AskReply, Inc. d/b/a B2Gnow
Attn: Angela Booker
725 West McDowell Road
Phoenix, AZ 85007
(Tel: 602-325-9277; fax 866-892-6270)

with a copy to:

AskReply, Inc. d/b/a B2Gnow
Attn: Frank Begalke
725 West McDowell Road
Phoenix, AZ 85007
(Tel: 602-325-9277; fax 866-892-6270)

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The **Provider** will indemnify and hold harmless the **County** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the **County** or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Provider** under this paragraph shall not extend to the liability of the **County** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the **Provider**.

10. ASSIGNMENT: **Provider** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the Lessor. If **Provider** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **County**, in its sole discretion, may declare this entire Contract null and void.

11. ANNUAL FEE: **Provider** shall not invoice initial or first (1st) year annual fee until after the first (1st) module has gone live successfully. Thereafter, annual fee shall be invoiced to the **County** by the **Provider** upon the contract start date.

12. ADDITIONAL OPTIONAL MODULES: Additional optional modules referenced on **Provider's** Proposal in Section 2 can be added at any time by the **County**. **Provider**

shall prorate any additional module(s) (bill separately), if added by the **County**. Additional option module(s) shall be invoiced at Net 30 upon delivery. **Provider** shall include billing of any additional optional module(s) added with the next annual invoice issued to the **County**.

13. OPTIONAL SERVICES: Optional services referenced per **Provider's** Proposal in Section 2 can be added at any time by the **County**. **Provider** shall prorate any optional service(s) (bill separately), if added by the **County**. Optional services shall be invoiced at Net 30 upon delivery. **Provider** shall include billing of any optional service(s) added with the next annual invoice issued to the **County**.

14. NO ESCALATION: **Provider** agrees they shall not charge **County** any escalation on Annual Fee, Additional Optional Modules or Optional Services for a period of five (5) years per **Provider's** Proposal in Section 3.

15. TRAVEL/EXPENSES: Travel and other out of pocket expenses by the **Provider** shall be invoiced Net 30 at actual costs to the **County**.

IN WITNESS WHEREOF, the parties have executed this Agreement via electronic signature the day and year as noted in such signature, with the effective date of the Agreement as written above.

Provider:

By (signature): Frank Begalke
Print Name: Frank Begalke
Title: Chief Operating Officer

Date: 11/19/2021

County:

By (signature):  _____

Date: 11/19/2021

Print Name: **Scott Van Moppes** _____

Title: **Director of Airports** _____

EXHIBIT A

MANDATORY FAA CONTRACT PROVISIONS

GENERAL CONTRACT REQUIREMENTS

- A. The consultant (including all sub-consultants) is required to insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement);
- B. The consultant (or sub-consultant) is required to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- C. The prime consultant is responsible for compliance with these contract provisions by any sub-consultant, lower-tier sub-consultant or service provider;

GENERAL CIVIL RIGHTS PROVISIONS

The consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964

ASSURANCES - Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this

contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

END OF EXHIBIT A

EXHIBIT B

SCOPE OF SERVICES & TERM

Scope of Services:

The scope of services of work for this contract are specified in the following documents that are hereby incorporated in their entirety into the contract by reference in the following order of precedence:

1. AskReply, Inc. d/b/a B2Gnow Compliance System Proposal for Myrtle Beach International Airport (MYR) for ACDBE/DBE Software for Horry County Department of Airports (HCDA) dated 11/15/2021 received 09:40 PM local time, November 15, 2021, via email.

Term:

The term of this contract shall be for five (5) years.

The services are to be carried out in accordance with all applicable Federal, State, and Local Codes, Regulations, Ordinances, and Policies.

END OF EXHIBIT B

EXHIBIT D



HORRY COUNTY DEPARTMENT OF AIRPORTS

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No.: #22-XX

Date:

Procurement File No.: #2021-22-007

Munis Contract No. #1921

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. This Work Authorization is subject to all terms, conditions, and contract provisions as contained in the Professional Services Contract between County & Provider (AskReply, Inc. d/b/a B2Gnow) dated _____.

Description of Work Authorization: The Contractor shall provide:

These services shall be provided in general accordance with the attached work scope and man hour estimate.

Time Schedule:

Cost of Services:

Agreed as to scope of services, time schedule, and budget via electronic signature:

For Horry County Department of Airports

For AskReply, Inc. d/b/a B2Gnow

Date: _____

Date: _____

END OF EXHIBIT D



725 W. McDowell Rd.
Phoenix, AZ 85007
602.325.9277
www.b2gnow.com

Myrtle Beach International Airport

Quote Date: 11/15/2021
Quote Expiration (60 days): 1/15/2022
Quote Number: 2021 11 15-1

Prepared for:
Name: Danielle DiSanti
Email: disanti@horrycounty.org
Phone: (843) 839-6750

Diversity Management System Proposal

1. Contract Compliance

Annual Fees: Modules & Services

	Units	Annual Subscription	Capacity / Notes
• Baseline System & Vendor Management module (required)	1	\$7,950	
B2Gnow hosted & managed SOC 2 certified technology infrastructure		Included	
Software licenses and system maintenance		Included	
24/7 unlimited access to the B2Gnow system		Included	
Unlimited staff accounts in system		Included	
Access to standard system upgrades and enhancements		Included	
Access to standard reports and ad-hoc tool		Included	
Phone and email support for staff		Included	
First level email support for vendors		Included	
Up-to-date training manuals and quick guides		Included	
Online staff training		Included	
• Contract Compliance module	1	\$3,975	Capacity of up to 50 monitored contracts
• Concessions Compliance module	1	\$3,975	up to 25 active locations
• Standard system payment interface for prime payment data	1	\$2,975	One import interface
• Connection to SC UCP directory	1	Included	
• Workforce Utilization module	1	\$3,975	Up to 100 active, monitored ccontracts
		Annual Subscription	
		\$22,850	
		-\$3,428	
		-\$5,713	
		\$13,710	

NASPO Contract #AR3088, expires 09/15/2026 15% DISCOUNT APPLIED
Additional 25% Discount Applied for 5-Year Agreement

Proposal includes all setup, configuration and training:

- Project kick-off & planning session
- Comprehensive project management
- Baseline system configuration
- Activation and configuration of included modules
- Accounts set up for all staff users
- Configuration of notification templates
- Configuration of login portal
- Staff training

2. Additional Optional Modules and Optional Services (not included in above quote but can be added at any time)

Additional Modules	Annual	Capacity
• Contract Compliance module (additional capacity)	\$5,950	per 200 active, monitored contracts
• Concession Compliance module (additional capacity)	\$5,950	per 100 active locations
• Outreach & Event Management module	\$3,975	per 50 campaigns/events
• Contract Goal Setting module (additional capacity)	\$5,950	per 200 contract goals
• Projects module	\$7,950	per 50 active, monitored projects
• Workforce Utilization module	\$7,950	per 200 active, monitored contracts
• Online Subcontractor Utilization Plan module	\$7,950	per 200 plansets
• Online Application & Certification Management Module	\$9,950	per 100 certifications
• Online Vendor Registration module	\$9,950	per 200 active registrants
Optional Services	Annual	
• SAML 2.0 Single Sign-On for staff users	\$5,950	per year
• Additional standard interfaces for data import (per record type)	\$4,950	per year
• Interfaces for data export (per record type)	\$4,950	per year
• Connection to new (not currently in the B2Gnow library) certified directory for periodic loading	\$4,950	per year
• Connection to existing certified directory	\$995	per directory, per year
• Program Consulting	\$360	per hour
• Development (Custom Reporting, System Customizations)	\$180	per hour
• Data Entry	\$90	per hour
• Additional Onsite Travel	At cost	

3. Terms

- Pricing is effective for 60 days from proposal date.
- Annual fee is invoiced upon contract start date annually thereafter
- Contract term is 5 years with no escalation
- Additional services are invoice net 30 upon delivery
- Travel and other out-of-pocket expenses are invoiced Net 30 at actual cost.

4. Contact

B2Gnow
Angela Booker
angela.booker@b2gnow.com
(602) 325-9277 X 215

DiSanti, Danielle

From: Voight Shealy <vshealy@naspovaluepoint.org>
Sent: Friday, September 17, 2021 9:27 AM
To: Delbert Singleton; Massie, Kimberly; Haldi, Randy; DiSanti, Danielle
Cc: Custard, Tracy; CCC Team; Williams, Jessica; Kelly, April; Hiers, Donna; Voight Shealy
Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Delbert!

Horry County can proceed with signing its own participating addendum (PA) with AskReply, Inc., dba B2Gnow, a NASPO ValuePoint contract for Cloud Solutions. See <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/askreply-inc-dba-b2gnow/>. To open B2Gnow's PA form, please click the red "Download Model PA" box. Please modify the form to clearly indicate your PA only covers Horry County, fill in the blanks, and sign it with B2Gnow.

Once both parties have signed your PA, please scan the signed document, and email us a copy to pa@naspovaluepoint.org.

Please let me know if you have any process questions.

Sincerely,

NASPO is committed to providing excellent service. Please help us continue to improve by taking this [brief survey](#).

Voight Shealy

Cooperative Contract Coordinator III, NASPO ValuePoint
National Association of State Procurement Officials (NASPO)
110 W. Vine Street, Suite 600 | Lexington, KY 40507
vshealy@naspovaluepoint.org | (803) 760-0302
www.naspovaluepoint.org | www.naspo.org



For COVID-19 procurement resources, visit <https://www.naspo.org/covid-19-resources>

From: Singleton, Delbert <delbert@sfaa.sc.gov>
Sent: Monday, September 13, 2021 11:21 PM
To: Massie, Kimberly <MassieK@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>; DiSanti, Danielle <disantid@HorryCounty.org>; Voight Shealy <vshealy@naspovalupoint.org>
Cc: Custard, Tracy <custardt@HorryCounty.org>; CCC Team <ccc@naspovalupoint.org>; Williams, Jessica <williaje@HorryCounty.org>; Kelly, April <Kelly.April@horrycounty.org>; Hiers, Donna <hiersd@HorryCounty.org>
Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

I have no objection to Horry County participation in this cooperative contract provided the County has complied with all aspects of its Procurement Code and Regulations.

From: Massie, Kimberly <MassieK@HorryCounty.org>
Sent: Monday, September 13, 2021 9:09 AM
To: Singleton, Delbert <delbert@sfaa.sc.gov>; Haldi, Randy <haldir@HorryCounty.org>; DiSanti, Danielle <disantid@HorryCounty.org>; Voight Shealy <vshealy@naspovalupoint.org>
Cc: Custard, Tracy <custardt@HorryCounty.org>; CCC Team <ccc@naspovalupoint.org>; Williams, Jessica <williaje@HorryCounty.org>; Kelly, April <Kelly.April@horrycounty.org>; Hiers, Donna <hiersd@HorryCounty.org>
Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

Mr. Singleton,

The Horry County Procurement Code and Regulation authorizes participation in cooperative contracts. Specifically, §10-4-3 states "Horry County may use other Public Procurement Units' Cooperative Purchasing Contracts if: A. Horry County complies with all the terms and conditions applicable to its use of the contracts, as contained in those contracts; and B. Horry County's use of the contracts does not contravene any of the County's applicable ordinances or procurement policies and regulations."

Please advise how we may proceed.

Regards,
Kim

Kimberly Massie, CPPB | Director of Procurement
Horry County Government
Procurement Department
3230 Highway 319 E., Conway, SC 29526
Desk: 843.915.8406 | Fax: 843.365.9861 | massiek@horrycounty.org
www.horrycounty.org

From: Singleton, Delbert <delbert@sfaa.sc.gov>
Sent: Sunday, September 12, 2021 4:29 AM
To: Haldi, Randy <haldir@HorryCounty.org>; DiSanti, Danielle <disantid@HorryCounty.org>; Voight Shealy <vshealy@naspovalupoint.org>
Cc: Custard, Tracy <custardt@HorryCounty.org>; CCC Team <ccc@naspovalupoint.org>; Massie, Kimberly <MassieK@HorryCounty.org>; Williams, Jessica <williaje@HorryCounty.org>
Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Randy,

Would your county regs/ordinances allow for participation absent it being competed by the County or us? I'm open to discussion.

Delbert

From: Haldi, Randy <haldir@HorryCounty.org>

Sent: Friday, September 10, 2021 10:03 AM

To: Singleton, Delbert <delbert@sfaa.sc.gov>; DiSanti, Danielle <disantid@HorryCounty.org>; Voight Shealy <vshealy@naspovaluepoint.org>

Cc: Custard, Tracy <custardt@HorryCounty.org>; CCC Team <ccc@naspovaluepoint.org>; Massie, Kimberly <MassieK@HorryCounty.org>; Williams, Jessica <williaje@HorryCounty.org>

Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

Mr. Singleton,

Thank you for your response. Given that the State did not participate in the solicitation or sign a PA, does the State have any objection to Horry County signing its own PA that would authorize access to B2Gnow's NASPO ValuePoint contract? The County is attempting to procure this particular software solution for County needs, and would appreciate your authorization and consent to participate. Please let me know if you have any questions or concerns.

Kindest regards,
Randy

H. Randolph Haldi | Deputy County Attorney

Horry County Government

Horry County Attorney's Office

1301 2nd Avenue, Conway, South Carolina 29526

Tel (843) 915-5270 | Fax (843) 915-6270 | HaldiR@HorryCounty.org

www.HorryCounty.org

From: Singleton, Delbert <delbert@sfaa.sc.gov>

Sent: Friday, September 10, 2021 2:52 AM

To: DiSanti, Danielle <disantid@HorryCounty.org>; Voight Shealy <vshealy@naspovaluepoint.org>

Cc: Custard, Tracy <custardt@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>; CCC Team <ccc@naspovaluepoint.org>; Massie, Kimberly <MassieK@HorryCounty.org>; Williams, Jessica <williaje@HorryCounty.org>

Subject: RE: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

South Carolina did not participate in the solicitation of this contract. Thus did not sign a PA nor have we signed an Eligible Entity Participating Addendum for this contract.

From: DiSanti, Danielle <disantid@HorryCounty.org>

Sent: Thursday, September 9, 2021 4:06 PM

To: Voight Shealy <vshealy@naspoaluepoint.org>; Singleton, Delbert <delbert@sfaa.sc.gov>

Cc: Custard, Tracy <custardt@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>; CCC Team <ccc@naspoaluepoint.org>; Massie, Kimberly <MassieK@HorryCounty.org>; Williams, Jessica <williaje@HorryCounty.org>

Subject: [External] RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

Importance: High

Hello Mr. Shealy and Mr. Singleton –

Following up to check the status of Horry County's request below.

Your consideration is appreciated.

Respectfully,



Danielle DiSanti, CPPO, CPPB, NIGP-CPP, C.M.
Business Analyst

3304 Phillis Blvd, Myrtle Beach, SC 29577
Main 843.839.6750 • FAX 843.477.5657 • Direct 843.839.6750 • Cell 843.945.0981
www.FlyMyrtleBeach.com

From: Voight Shealy [<mailto:vshealy@naspoaluepoint.org>]

Sent: Tuesday, August 31, 2021 11:04 AM

To: Delbert Singleton <delbert@sfaa.sc.gov>

Cc: Custard, Tracy <custardt@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>; DiSanti, Danielle <disantid@HorryCounty.org>; CCC Team <ccc@naspoaluepoint.org>; Voight Shealy <vshealy@naspoaluepoint.org>

Subject: RE: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Delbert,

Danielle DiSanti of Horry County says they would like to sign a participating addendum (PA) with AskReply, Inc., dba B2Gnow, a NASPO ValuePoint contract for Cloud Solutions. See <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/askreply-inc-dba-b2gnow/>. Since your office has not signed a state PA authorizing access statewide to B2Gnow's contract, do you mind if Horry County signs its own PA with B2Gnow to utilize its NASPO ValuePoint contract for Cloud Solutions?

Thank you for your consideration.

Sincerely,

NASPO is committed to providing excellent service. Please help us continue to improve by taking this [brief survey](#).

Voight Shealy

Cooperative Contract Coordinator III, NASPO ValuePoint
National Association of State Procurement Officials (NASPO)
110 W. Vine Street, Suite 600 | Lexington, KY 40507
vshealy@naspovaluepoint.org | (803) 760-0302
www.naspovaluepoint.org | www.naspo.org



For COVID-19 procurement resources, visit <https://www.naspo.org/covid-19-resources>

From: DiSanti, Danielle <disantid@HorryCounty.org>

Sent: Tuesday, August 31, 2021 10:39 AM

To: Voight Shealy <vshealy@naspovaluepoint.org>

Cc: Custard, Tracy <custardt@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>

Subject: FW: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

Importance: High

Mr. Shealy –

Our entity (Horry County) would like to utilize the above referenced NASPO Cooperative Contract. We did try Ms. Berry but her email came back as undeliverable.

Requesting guidance on either executing a Participating Addendum or Participating in the Master Agreement (Using the Eligible Entity Participation Document provided by NASPO).

Please contact me to discuss our options.

Thank you,

Danielle



Danielle DiSanti, CPPO, CPPB, NIGP-CPP, C.M.
Business Analyst

3304 Phillis Blvd, Myrtle Beach, SC 29577
Main 843.839.6750 • FAX 843.477.5657 • Direct 843.839.6750 • Cell 843.945.0981
www.FlyMyrtleBeach.com

From: DiSanti, Danielle

Sent: Tuesday, August 31, 2021 10:30 AM

To: sberry@naspovaluepoint.org

Cc: Custard, Tracy <custardt@horrycounty.org>; Haldir, Randy <haldir@HorryCounty.org>

Subject: Contract # AR3088 - AskReply, Inc., dba B2Gnow - Executing a Participating Addendum or Participating in Master Agreement

Importance: High

Ms. Berry –

Our entity (Horry County) would like to utilize the above referenced NASPO Cooperative Contract.

Requesting guidance on either executing a Participating Addendum or Participating in the Master Agreement (Using the Eligible Entity Participation Document provided by NASPO).

Please contact me to discuss our options.

Thank you,

Danielle



Danielle DiSanti, CPPO, CPPB, NIGP-CPP, C.M.
Business Analyst

3304 Phillis Blvd, Myrtle Beach, SC 29577
Main 843.839.6750 • FAX 843.477.5657 • Direct 843.839.6750 • Cell 843.945.0981
www.FlyMyrtleBeach.com

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

DiSanti, Danielle

From: Massie, Kimberly
Sent: Friday, August 27, 2021 10:58 AM
To: DiSanti, Danielle
Cc: Custard, Tracy; Williams, Jessica; Kelly, April; Haldi, Randy; Hiers, Donna
Subject: RE: RESPONSE - Request to Use Alternate Cooperative if Horry County Cannot issue PA - K #1921- Additional Info

Follow Up Flag: Follow up
Flag Status: Flagged

Danielle,

After review of the information you provided, including reviewing NASPO's participation terms. For this vendor's NASPO contract, Horry County can issue a PA (Participation Agreement) so your department can purchase from this contract. Would you mind contacting NASPO on my behalf to obtain the PA document? Once Randy reviews the PA and finds it acceptable, we can quickly move forward with the contract (MUNIS #1921) that has already been executed.

This approach will be the most efficient due to the Horry County contract already being signed by both parties (contract exhibits reference NASPO pricing).

Please let me know when you obtain the PA and we will take it from there. Thank you for all of the research you did on this cooperative purchase.

Regards,
Kim

Kimberly Massie, CPPB | Director of Procurement
Horry County Government
Procurement Department
3230 Highway 319 E., Conway, SC 29526
Desk: 843.915.8406 | Fax: 843.365.9861 | massiek@horrycounty.org
www.horrycounty.org

From: DiSanti, Danielle <disantid@HorryCounty.org>
Sent: Tuesday, August 17, 2021 10:10 AM
To: VanVoorhis, Nicole <VanVoori@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>
Cc: Custard, Tracy <custardt@HorryCounty.org>; Williams, Jessica <williaje@HorryCounty.org>; Massie, Kimberly <MassieK@HorryCounty.org>; Kelly, April <Kelly.April@horrycounty.org>
Subject: RE: PA can not be issued by State of SC - Request to Use Alternate Cooperative if Horry County Cannot issue PA - K #1921- Additional Info
Importance: High

Nicole & Randy -

Per SFAA email, additional clarification in RED (see attached email):

"In this case I can't say for sure whether they can use the NASPO contract."

What I can say for sure is that South Carolina (as a state) has not entered into a PA for this contract and are unable to enter into one now. This is because we would have had to advertise the Lead State's solicitation at the time that it was on the streets, which we did not do for this contract.

However, since Horry County is a political subdivision, it has its own procurement code that may differ from ours. I know that there are some NASPO PAs in place with a political subdivision as the contracting entity. I can't say for sure whether there are any political subdivisions within South Carolina that have done this. Horry County would have to make the determination itself as to whether it can enter into a PA. If the answer to that question is no, and they can instead only use a NASPO contract if SC has entered into a PA, then they will be unable to use this contract."

Is it a possibility for Horry County to issue a Participating Addendum (It appears as though that is what Hillsborough County Aviation Authority/Tampa International Airport? However Tampa is an Authority. The NASPO contract & Tampa's supplemental contract is attached in TCM with K #1921, it is very large file almost 500 pages). Or can Horry County only use NASPO if the State of SC has entered into the PA?

Additionally after researching last evening, it appears that outside agencies can use Cooperative Contracts available with Texas Department of Information Resources. Texas DIR seems to require an Interstate Cooperation Agreement/Contract, which appears to be their documentation and tracking mechanism for use of their cooperatives. The details are available at: <https://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=2>. Horry County may or may not have one of these in place already with Texas Department of Information Resources.

If Horry County is unable to do Participating Addendum with NASPO, would procurement and legal approve the execution of an Interstate Cooperation Agreement/Contract with Texas DIR if one does not already exist?

Please advise.

Thank you,

Danielle



Danielle DiSanti, CPPO, CPPB, NIGP-CPP, C.M.
Business Analyst

3304 Phillis Blvd, Myrtle Beach, SC 29577
Main 843.839.6750 • FAX 843.477.5657 • Direct 843.839.6750 • Cell 843.945.0981
www.FlyMyrtleBeach.com

From: DiSanti, Danielle

Sent: Monday, August 16, 2021 5:10 PM

To: VanVoorhis, Nicole <VanVoori@HorryCounty.org>; Haldi, Randy <haldir@HorryCounty.org>

Cc: Custard, Tracy <custardt@horrycounty.org>

Subject: PA can not be issued by State of SC - Request to Use Alternate Cooperative - K #1921

Importance: High

Nicole/Randy –

The State of SC did not advertise to participate in the Cloud Solutions NASPO solicitation which is a requirement in order to participate. As such, they will not be able to execute a Participating Addendum (PA) for this cooperative contract NASPO # CH16012/AR3088.

This software is also available on Cooperative via Texas Department of Information Resources DIR Contract Number # DIR-TSO-4212, which expires 08/21/24. Not sure if they are available for Horry County to use a Cooperative.

Below is the link to the associated documents for this Cooperative:

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4212&keyword=4242>

Could this cooperative be used if approved by procurement and legal? This is the ACDBE & DBE Compliance Software the other airports in the State of South Carolina are using as well as the FAA for ACDBE & DBE Grant Funding Compliance Requirements.

If so, the Airport can get with provider and revise/update K #1921 to reflect Texas Department of Information Resources DIR Contract Number # DIR-TSO-4212, which expires 08/21/24 as applicable.

Please advise.

Thank you,

Danielle



Danielle DiSanti, CPPO, CPPB, NIGP-CPP, C.M.
Business Analyst

3304 Phillis Blvd, Myrtle Beach, SC 29577
Main 843.839.6750 • FAX 843.477.5657 • Direct 843.839.6750 • Cell 843.945.0981
www.FlyMyrtleBeach.com

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or

entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AskReply Inc

2 Business name/disregarded entity name, if different from above
B2Gnow

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
725 W. McDowell Rd

6 City, state, and ZIP code
Phoenix, AZ 85007

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-						
or									
Employer identification number									
3	3	-	0	8	9	7	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶  Date ▶ 01/10/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Philadelphia Indemnity Insurance Company</td> <td style="border: none;">18058</td> </tr> <tr> <td style="border: none;">INSURER B : Beazley Syndicate 2623/623 at Lloyds</td> <td style="border: none;">AA-1128623</td> </tr> <tr> <td style="border: none;">INSURER C : Hartford Casualty Insurance Company</td> <td style="border: none;">29424</td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Beazley Syndicate 2623/623 at Lloyds	AA-1128623	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Company	18058														
INSURER B : Beazley Syndicate 2623/623 at Lloyds	AA-1128623														
INSURER C : Hartford Casualty Insurance Company	29424														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Askreply, Inc Dba B2g Now and Panther International, LLC. 725 W McDowell Rd, Phoenix, AZ, 85007															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes	Yes	46SBAPG3528	4/18/2021	4/18/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Yes	Yes	46SBAPG3528	4/18/2021	4/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fidelity Bond 3rd Party BKT			PHSD1587747	2/1/2021	2/1/2022	Each Occurrence \$2,000,000
B	Professional Liability (Errors and Omissions)			W17E57210701	2/23/2021	2/23/2022	Occurrence/Aggregate \$4,000,000 / \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attention/Note: Risk Management
 Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability. Waiver of subrogation in favor of the certificate holder with regard to the general liability coverage.

CERTIFICATE HOLDER CANCELLATION

Horry County PO BOX 997 Conway, SC 29528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ENTITY INFORMATION

Search Date and Time: 8/13/2021 7:17:36 AM

Entity Details

Entity Name:	ASKREPLY, INC.	Entity ID:	12444872
Entity Type:	Domestic For-Profit (Business) Corporation	Entity Status:	Active
Formation Date:	6/12/2006	Reason for Status:	In Good Standing
Approval Date:	7/10/2006	Status Date:	
Original Incorporation Date:	6/12/2006	Life Period:	Perpetual
Business Type:	TECHNOLOGY (COMPUTERS)	Last Annual Report Filed:	2020
Domicile State:	Arizona	Annual Report Due Date:	11/12/2021
		Years Due:	
Original Publish Date:	8/28/2006		

Statutory Agent Information

Name:	JUSTIN TALBOT-STERN	Appointed Status:	Active
Attention:			
Address:	725 West McDowell Road, PHOENIX, AZ 85007, USA		
Agent Last Updated:	10/8/2020	E-mail:	
Attention:		Mailing Address:	725 West McDowell Road, PHOENIX, AZ 85007, USA
County:	Maricopa		

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
CEO (Chief Executive Officer)	JUSTIN TALBOT-STERN		725 West McDowell Road, PHOENIX, AZ, 85007, Maricopa County, USA	6/12/2006	10/29/2018
Director	FRANK BEGALKE		725 West McDowell Road, PHOENIX, AZ, 85007, Maricopa County, USA	9/20/2007	10/29/2018
Director	JUSTIN TALBOT-STERN		725 West McDowell Road, PHOENIX, AZ, 85007, Maricopa County, USA	6/12/2006	10/29/2018
Shareholder	JUSTIN TALBOT-STERN		NOT REQUIRED, NOT REQUIRED, XXXX	12/31/9999	8/15/2017
Shareholder	FRANK BEGALKE		NOT REQUIRED, NOT REQUIRED, XXXX	12/31/9999	8/15/2017

Attention: Address: 725 West McDowell Road, PHOENIX, AZ, 85007, USA County: Maricopa Last Updated: 10/8/2020

Entity Principal Office Address

Attention: Address: County: Last Updated:

[Back](#) [Return to Search](#) [Return to Results](#)

[Document History](#) [Name/Restructuring History](#) [Pending Documents](#) [Microfilm History](#)

Business Entities Online

File, Search, and Retrieve Documents Electronically

Business Name Search

To Search

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name	
Begins With <input type="button" value="v"/>	<input type="text" value="AskReply"/>

This name is available

No Results



ASKREPLY, INC.

DUNS Unique Entity ID 157439642	SAM Unique Entity ID H6TBBHVH5RC4	CAGE / NCAGE 6R4A6
Purpose of Registration All Awards	Expiration Date Oct 5, 2021	Registration Status Active
Physical Address 725 W Mcdowell RD Phoenix, Arizona 85007-1727 United States	Mailing Address 725 W Mcdowell RD Phoenix, Arizona 85007-1727 United States	

Business Information

Doing Business as B2Gnow	Division Name (blank)	Division Number (blank)
Congressional District Arizona 07	State / Country of Incorporation Arizona / United States	URL http://www.b2gnow.com/

Registration Dates

Activation Date Oct 5, 2020	Submission Date Oct 5, 2020	Initial Registration Date May 15, 2012
---------------------------------------	---------------------------------------	--------------------------------------------------

Entity Dates

Entity Start Date Jun 25, 1999	Fiscal Year End Close Date Dec 31
------------------------------------------	---------------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
-------------------------------------------	-------------------------------------

Points of Contact

Electronic Business



FRANK BEGALKE

**725 W Mcdowell RD
Phoenix, Arizona 85007
United States**

JUSTIN TALBOT-STERN

725 W Mcdowell RD
Phoenix, Arizona 85007
United States

Government Business



FRANK BEGALKE

**725 W Mcdowell RD
Phoenix, Arizona 85007
United States**

JUSTIN TALBOT-STERN

725 W Mcdowell RD
Phoenix, Arizona 85007
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541611	Administrative Management And General Management Consulting Services
	541613	Marketing Consulting Services
	541614	Process, Physical Distribution, And Logistics Consulting Services

Disaster Response

This entity does not appear in the disaster response registry.

SIGNATURE CERTIFICATE




REFERENCE NUMBER

5B996AE6-9F59-4846-97B3-F501958AF8D2

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 5B996AE6-9F59-4846-97B3-F501958AF8D2</p> <p>Transaction Type Signature Request</p> <p>Sent At 11/19/2021 13:13 EST</p> <p>Executed At 11/19/2021 13:20 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 5bb3f7e1bd614c0434d4d346db9996a2307c2a1082809a0a69bbcfcb8793de3a</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name FOR SIGNATURE - Horry County Participating Addendum & K #1921 - AskReply, Inc. dba B2Gnow - DBE & ACDBE Software for HCDA</p> <p>Filename for_signature - _hc_participating_addendum_k_1921_askreply_inc_dba_b2gnow_-_dbe_acdbe_software_for_hcda.pdf</p> <p>Pages 29 pages</p> <p>Content Type application/pdf</p> <p>File Size 2.51 MB</p> <p>Original Checksum 5aed82203b181c821a50e7b100c8793c92b254e21087945a2e5ba6d1781175d3</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Frank Begalke</p> <p>Email feb@b2gnow.com</p> <p>Components 6</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 7a91a39eef80307b2cf2f2e4ff1c10a800c18e4606392bd570730e3cb9ec2f69</p> <p>IP Address 173.23.214.88</p> <p>Device Safari via Mac</p> <p>Typed Signature </p> <p>Signature Reference ID F676E4AB</p>	<p>Viewed At 11/19/2021 13:16 EST</p> <p>Identity Authenticated At 11/19/2021 13:20 EST</p> <p>Signed At 11/19/2021 13:20 EST</p>

AUDITS

TIMESTAMP	AUDIT
11/19/2021 13:13 EST	Danielle DiSanti (disantid@horrycounty.org) created document 'for_signature_-_hc_participating_addendum_k_1921_askreply_inc_dba_b2gnow_-_dbe_acdbe_software_for_hcda.pdf' on Chrome via Windows from 66.153.186.85.
11/19/2021 13:13 EST	Frank Begalke (feb@b2gnow.com) was emailed a link to sign.
11/19/2021 13:16 EST	Frank Begalke (feb@b2gnow.com) viewed the document on Safari via Mac from 173.23.214.88.
11/19/2021 13:20 EST	Frank Begalke (feb@b2gnow.com) authenticated via email on Safari via Mac from 173.23.214.88.
11/19/2021 13:20 EST	Frank Begalke (feb@b2gnow.com) signed the document on Safari via Mac from 173.23.214.88.

SIGNATURE CERTIFICATE



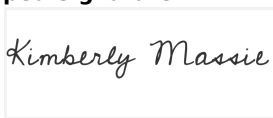
REFERENCE NUMBER

8244E7D5-3B5B-44E2-B618-C96919CE8165

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 8244E7D5-3B5B-44E2-B618-C96919CE8165</p> <p>Transaction Type Signature Request</p> <p>Sent At 11/19/2021 14:22 EST</p> <p>Executed At 11/29/2021 08:37 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum ea7436f968154ad9aece58eaaebb08fce9cd2266ddf6eb3d615135ddd6a58fc5</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name FOR APPROVAL - HC Participating Addendum & K #1921 AskReply, Inc. dba B2Gnow - DBE & ACDBE Software for HCDA</p> <p>Filename for_approval_-_hc_participating_addendum_k_1921_askreply_inc_dba_b2gnow_-_dbe_acdbe_software_for_hcda.pdf</p> <p>Pages 49 pages</p> <p>Content Type application/pdf</p> <p>File Size 2.39 MB</p> <p>Original Checksum 6e2838882ec279d8038fff520db1dee745e578f8a601be1a3a683820b3d362ee</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Tracy Custard</p> <p>Email custardt@horrycounty.org</p> <p>Components 6</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 94816e2c9a63f9f9a17dbba866ab2abbbcb32c949652491aecb9f2713a649b42</p> <p>IP Address 66.153.186.85</p> <p>Device Chrome via Windows</p>	<p>Viewed At 11/29/2021 08:32 EST</p> <p>Identity Authenticated At 11/29/2021 08:20 EST</p> <p>Signed At 11/29/2021 08:37 EST</p>
<p>Name Danielle DiSanti</p> <p>Email disantid@horrycounty.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum f59cb7f6cd9fcb7f2f76be7bd8db6b786ad46066999acafd9e097b9e05bf0920</p> <p>IP Address 66.153.186.85</p> <p>Device Chrome via Windows</p>	<p>Viewed At 11/19/2021 15:48 EST</p> <p>Identity Authenticated At 11/19/2021 15:48 EST</p> <p>Signed At 11/19/2021 15:48 EST</p>
<p>Name Scott Van Moppes</p> <p>Email vanmoppes@horrycounty.org</p> <p>Components 9</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b3153baf44285c2655db064d125694c5f7f1a92774ec1e1738c4a915533ba20d</p> <p>IP Address 66.153.186.85</p> <p>Device Chrome via Windows</p> <p>Drawn Signature</p> <div data-bbox="544 1924 817 2036" data-label="Image"> </div> <p>Signature Reference ID 9816634E</p> <p>Signature Biometric Count 55</p>	<p>Viewed At 11/19/2021 15:19 EST</p> <p>Identity Authenticated At 11/19/2021 15:19 EST</p> <p>Signed At 11/19/2021 15:19 EST</p>

Name Debra Mumford Email mumfordd@horrycounty.org Components 6	Status signed Multi-factor Digital Fingerprint Checksum 22e81011ce098f1631f49ff5367594e216978dd4aaf4bd25dd4fe4ceee27aa40 IP Address 64.138.212.39 Device Chrome via Windows	Viewed At 11/19/2021 15:05 EST Identity Authenticated At 11/19/2021 15:15 EST Signed At 11/19/2021 15:15 EST
Name Kimberly Massie Email massiek@horrycounty.org Components 8	Status signed Multi-factor Digital Fingerprint Checksum 8361c24b3e63b84b33491f3b352b7e920b3bf3fc4254060aad773749e179e227 IP Address 64.138.212.39 Device Internet Explorer via Windows Typed Signature  Signature Reference ID 2DC36234	Viewed At 11/19/2021 15:09 EST Identity Authenticated At 11/19/2021 15:12 EST Signed At 11/19/2021 15:12 EST
Name H. Randolph Haldi Email haldir@horrycounty.org Components 6	Status signed Multi-factor Digital Fingerprint Checksum 7e4d02cee7be24da1814bb91f797f819681ede7048a4076bc140904514f7c448 IP Address 64.138.212.39 Device Chrome via Windows	Viewed At 11/19/2021 14:23 EST Identity Authenticated At 11/19/2021 14:24 EST Signed At 11/19/2021 14:24 EST
Name Ricky Helmer Email helmerr@horrycounty.org Components 6	Status signed Multi-factor Digital Fingerprint Checksum 3b2aebc831bddaa6d3c1051f7138dc1f11b9656cb502ff4d1e6d5f7efba1b0bc IP Address 66.153.186.85 Device Chrome via Mac	Viewed At 11/19/2021 14:23 EST Identity Authenticated At 11/19/2021 14:23 EST Signed At 11/19/2021 14:23 EST

AUDITS

TIMESTAMP	AUDIT
11/19/2021 14:22 EST	Danielle DiSanti (disantid@horrycounty.org) created document 'for_approval_-_hc_participating_addendum_k_1921_askreply_inc_dba_b2gnow_-_dbe_acdbe_software_for_hcda.pdf' on Chrome via Windows from 66.153.186.85.
11/19/2021 14:22 EST	Scott Van Moppes (vanmoppress@horrycounty.org) was emailed a link to sign.
11/19/2021 14:22 EST	H. Randolph Haldi (haldir@horrycounty.org) was emailed a link to sign.
11/19/2021 14:22 EST	Kimberly Massie (massiek@horrycounty.org) was emailed a link to sign.
11/19/2021 14:22 EST	Ricky Helmer (helmerr@horrycounty.org) was emailed a link to sign.
11/19/2021 14:22 EST	Tracy Custard (custardt@horrycounty.org) was emailed a link to sign.
11/19/2021 14:22 EST	Debra Mumford (mumfordd@horrycounty.org) was emailed a link to sign.
11/19/2021 14:23 EST	Ricky Helmer (helmerr@horrycounty.org) viewed the document on Chrome via Mac from 66.153.186.85.
11/19/2021 14:23 EST	H. Randolph Haldi (haldir@horrycounty.org) viewed the document on Chrome via Windows from 64.138.212.39.

11/19/2021 14:23 EST Ricky Helmer (helmerr@horrycounty.org) authenticated via email on Chrome via Mac from 66.153.186.85.

11/19/2021 14:23 EST Ricky Helmer (helmerr@horrycounty.org) signed the document on Chrome via Mac from 66.153.186.85.

11/19/2021 14:24 EST H. Randolph Haldi (haldir@horrycounty.org) authenticated via email on Chrome via Windows from 64.138.212.39.

11/19/2021 14:24 EST H. Randolph Haldi (haldir@horrycounty.org) signed the document on Chrome via Windows from 64.138.212.39.

11/19/2021 15:05 EST Debra Mumford (mumfordd@horrycounty.org) viewed the document on Chrome via Windows from 64.138.212.39.

11/19/2021 15:09 EST Kimberly Massie (massiek@horrycounty.org) viewed the document on Internet Explorer via Windows from 64.138.212.39.

11/19/2021 15:12 EST Kimberly Massie (massiek@horrycounty.org) authenticated via email on Internet Explorer via Windows from 64.138.212.39.

11/19/2021 15:12 EST Kimberly Massie (massiek@horrycounty.org) signed the document on Internet Explorer via Windows from 64.138.212.39.

11/19/2021 15:15 EST Debra Mumford (mumfordd@horrycounty.org) authenticated via email on Chrome via Windows from 64.138.212.39.

11/19/2021 15:15 EST Debra Mumford (mumfordd@horrycounty.org) signed the document on Chrome via Windows from 64.138.212.39.

11/19/2021 15:19 EST Scott Van Moppes (vanmoppess@horrycounty.org) viewed the document on Chrome via Windows from 66.153.186.85.

11/19/2021 15:19 EST Scott Van Moppes (vanmoppess@horrycounty.org) authenticated via email on Chrome via Windows from 66.153.186.85.

11/19/2021 15:19 EST Scott Van Moppes (vanmoppess@horrycounty.org) signed the document on Chrome via Windows from 66.153.186.85.

11/19/2021 15:47 EST Danielle DiSanti (disantid@horrycounty.org) was emailed a reminder.

11/19/2021 15:48 EST Danielle DiSanti (disantid@horrycounty.org) viewed the document on Chrome via Windows from 66.153.186.85.

11/19/2021 15:48 EST Danielle DiSanti (disantid@horrycounty.org) authenticated via email on Chrome via Windows from 66.153.186.85.

11/19/2021 15:48 EST Danielle DiSanti (disantid@horrycounty.org) signed the document on Chrome via Windows from 66.153.186.85.

11/23/2021 16:02 EST Tracy Custard (custardt@horrycounty.org) was emailed a reminder.

11/23/2021 18:01 EST Tracy Custard (custardt@horrycounty.org) was emailed a reminder.

11/27/2021 18:04 EST Tracy Custard (custardt@horrycounty.org) was emailed a reminder.

11/29/2021 08:10 EST Tracy Custard (custardt@horrycounty.org) viewed the document on Chrome via Windows from 66.153.186.85.

11/29/2021 08:20 EST Tracy Custard (custardt@horrycounty.org) authenticated via email on Chrome via Windows from 66.153.186.85.

11/29/2021 08:32 EST Tracy Custard (custardt@horrycounty.org) viewed the document on Chrome via Windows from 66.153.186.85.

11/29/2021 08:37 EST Tracy Custard (custardt@horrycounty.org) signed the document on Chrome via Windows from 66.153.186.85.