Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5216)

Meeting: 11/20/25 8:30 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:
Doc ID: 5216

Meeting Attachments

ATTACHMENTS:

1 - 20 NOVEMBER 2025 - 2026 HOLIDAY SCHEDULE

2 - 20 NOVEMBER 2025 - BSRD - 2026 APRIL ELECTION - SPECIAL LEVY

3 - 20 NOVEMBER 2025 - EMA - 3RD QTR REPORT

4 - 20 NOVEMBER 2025- SALES TAX DISTRIBUTION PROGRAM

5 - 20 NOVEMBER 2025 - EMERGENCY PROCUREMENT #2025-3 - QOUTE

6 - 20 NOVEMBER 2025 - EMERGENCY PROCUREMENT #2025-3 - FORM

7 - 20 NOVEMBER 2025 - ITB #2025-13 ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) - WILLIAMS DIVERSIFIED - PROPOSAL

8 - 20 NOVEMBER 2025 - ITB #2025-13 ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) - WILLIAMS DIVERSIFIED - DECLARATION PAGE

9 - 20 NOVEMBER 2025 - ITB #2025-13 ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) - CENTRAL SALT - PROPOSAL

10 - 20 NOVEMBER 2025 - ITB #2025-13 ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) - CENTRAL SALT - DECLARATION PAGE

11 - 20 NOVEMBER 2025 - ITB #2025-13 ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) - WILLIAMS DIVERSIFIED - AWARD LETTER

12 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - ONMIA CC #001299 - UNIFORM AND SUPPLY RENTAL SERVICES - CINTAS COOP ACCEPTANCE AGREEMENT

13 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - ONMIA CC #001299 - UNIFORM AND SUPPLY RENTAL SERVICES - CINTAS - AWARD LETTER

14 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - SOM #CT21220001 - RMS FOR JMS FOR SHERIFFS OFFICE - CONTRACT PART 1

15 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - SOM #CT21220001 - RMS FOR JMS FOR SHERIFFS OFFICE - ITI - Q-55100

16 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - SOM #CT21220001 - RMS FOR JMS FOR SHERIFFS OFFICE - ITI - Q-55340

17 - 20 NOVEMBER 2025 - CONTRACT RENEWAL - SOM #CT21220001 - RMS FOR JMS FOR SHERIFFS OFFICE - AWARD LETTER

18 - 20 NOVEMBER 2025 - REVISING T&CS - CC BIDDER RESPONSIBILITIES TERMS AND CONDITIONS - 9-24 REVISION

19 - 20 NOVEMBER 2025 - REVISING T&CS - CC BIDDER RESPONSIBILITIES TERMS AND CONDITIONS - 11-25 REVISION

20 - 20 NOVEMBER 2025 - REVISING T&CS - 2025 REVISED - SIGNATURE PAGE

21 - 20 NOVEMBER 2025 - TIPS #24061 - MSTR SRVS AGREEMNET

22 - 20 NOVEMBER 2025 - TIPS #24061 - EXHIBIT B - AVAILABLE SCOPE OF SERVICES

23 - 20 NOVEMBER 2025 - TIPS #24061 - DOC 3 NAVIGATE TO1

24 - 20 NOVEMBER 2025 - TIPS #24061 - DOC 4 NAVIGATE TO1 - STAFFING PLAN

25 - 20 NOVEMBER 2025 - TIPS #24061 - MEMO

26 - 20 NOVEMBER 2025 - TIPS #24061 - NAVIGATE SIGNATURE PAGE

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

2026 Holiday Schedule

01-01-2026	New Year's Day	Thursday
01-19-2026	Martin Luther King, Jr. Day	Monday
02-12-2026	Lincoln Day	Thursday
02-16-2026	Presidents' Day	Monday
05-08-2026	Truman Day	Friday
05-25-2026	Memorial Day	Monday
06-19-2026	Juneteenth Day	Friday
07-03-2026	Independence Day (Observed)	Friday
09-07-2026	Labor Day	Monday
10-12-2026	Columbus Day	Monday
11-11-2026	Veterans Day	Wednesday
11-26-2026	Thanksgiving Day	Thursday
11-27-2026	Day After Thanksgiving	Friday
12-25-2026	Christmas Day	Friday

Johnny Williams
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Website: Christiancountymo.gov
Email: countycommission@christiancountymo.gov

From the office of , Billings Special Road District 306 N.E. Main St./ P.O. Box 328 Billings , Mo. 65610 (417) 744-4485

11/13/2025

To Clerk of Christain County, Attn. Paula Brumfield

Ref. Put Special levy on April, 7 ,2026 Ballot

The current thirty-five cent special road and bridge levy for Billings Special Road District will expire in 2026 . This 4 year levy was last approved by voters in April of 2022 . During the 11-12-25 Regular monthly Board meeting the billings special road district board of commissioners voted to place the additional (.35) levy on the april 7,2026 ballot . Please let me Know what else we need to do and what time frame we have to turn all this in to you I will send you a sample of the ballot language below for you to review.

Thanks , Danny Garbee , Sec./ Treas.

Billings Special Road District

Question

Shall the Billings Special Road District of Christian County, Missouri, Levy an additional tax rate of thirty-five cents (.35) on the hundred dollars ($100.00) valuation,for a period of four (4) years?

O **YES**
O NO

Emergency Management – Third Quarter Report

Exercises

- Local Emergency Planning Committee – Billings Train Derailment Tabletop Exercise
- Search and Rescue – Christian County CERT Full Scale Exercise
- Operation: Polar Bear Phase 2 – CoxHealth Communication Tabletop Exercise
- Southwest Missouri Emergency Support Organization – "Central City" Tabletop Exercise Planning

Community Events

- Disaster Animal Response Team Dog Walk – Raised around $2,500
- Ozark Craft Fair Parking
- Billings Labor Day Parade Traffic Control
- Clever Homecoming Parade Traffic Control

Grants

- Closing/Closed
  - FY 24 EMPG grant
  - FY 23 MO CERT 1 Grant

- In-Progress
  - FY 24 MO CERT 1 Grant

- Application Submitted
  - FY 24 LEPC
  - FY 25 EMPG

- Recently Awarded
  - FY 25 MO CERT 1 Grant
  - FY 25 Elliott Grant

Updated 10.24.2025

Emergency Management – Third Quarter Report

Community and Volunteer Education

- CERT Course for the Health Department
- Children's First Aid
- Medical Reserve Corps Meeting – Topic: Health and Safety Measures During Mass Care
- Citizen Corps General Meeting – Topic: Disabilities and Disaster
- Citizen Corps General Meeting – Topic: Wide Area Search
- Wilderness Search and Rescue Course

Response and Coordination

- Radio Testing with Christian County Dispatch
- Six Fire Corps Responses
- Sinkhole

Other

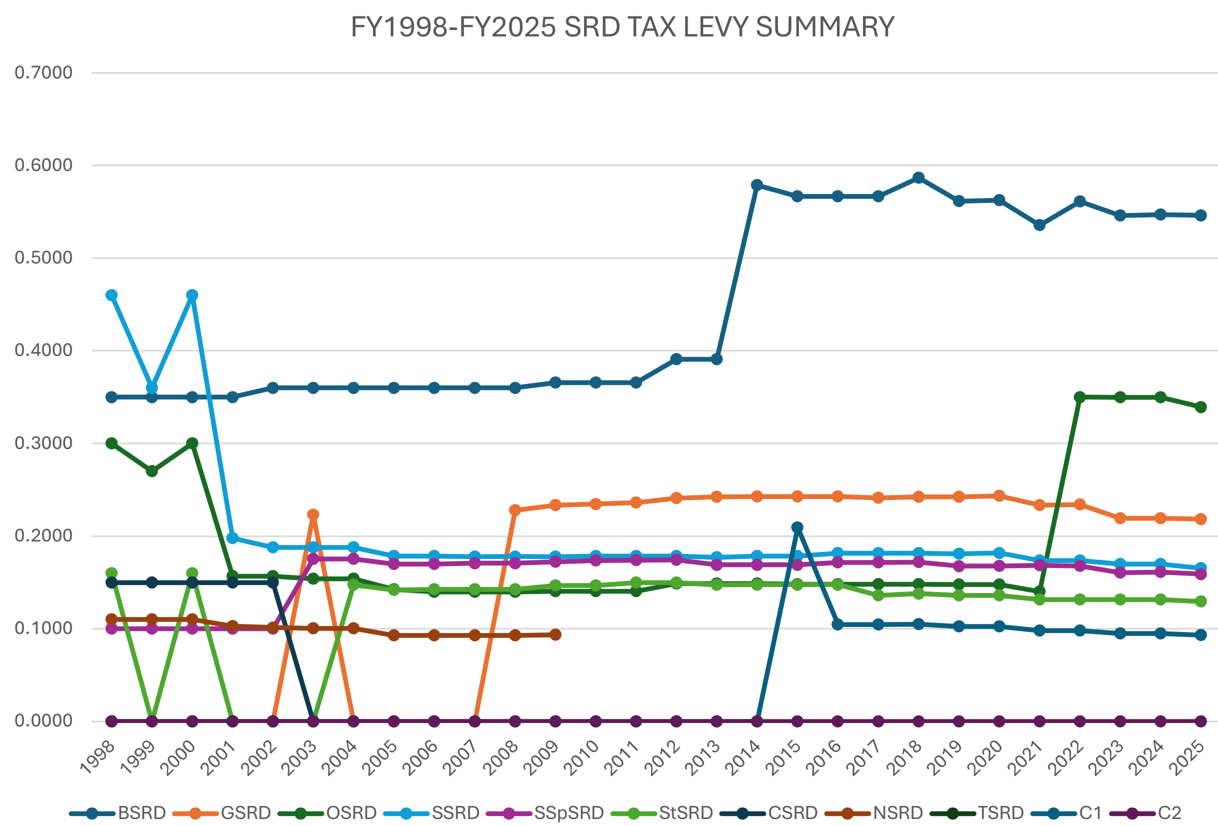
- Southwest Missouri Emergency Support Organization Meeting
- Citizen Corps Board Meeting
- MO CERT 1 Meetings
- Threat and Hazard Identification and Risk Assessment
- Hazard Mitigation Planning
- Missouri FIFA World Cup Planning

OPTION A		FY25	FY26	FY27	FY28	FY29	FY30
	221-610-59505	600,000	600,000	450,000	300,000	150,000	0
	MAX PER SRD	100,000	100,000	75,000	50,000	25,000	0
	APPORTIONMENT TO 231	0	0	75,000	150,000	225,000	300,000
	APPORTIONMENT TO 232	0	0	75,000	150,000	225,000	300,000

OPTION B		FY25	FY26	FY27	FY28	FY29
	221-610-59505	600,000	450,000	300,000	150,000	0
	MAX PER SRD	100,000	75,000	50,000	25,000	0
	APPORTIONMENT TO 231	0	75,000	150,000	225,000	300,000
	APPORTIONMENT TO 232	0	75,000	150,000	225,000	300,000

OPTION C	
	NO CHANGE

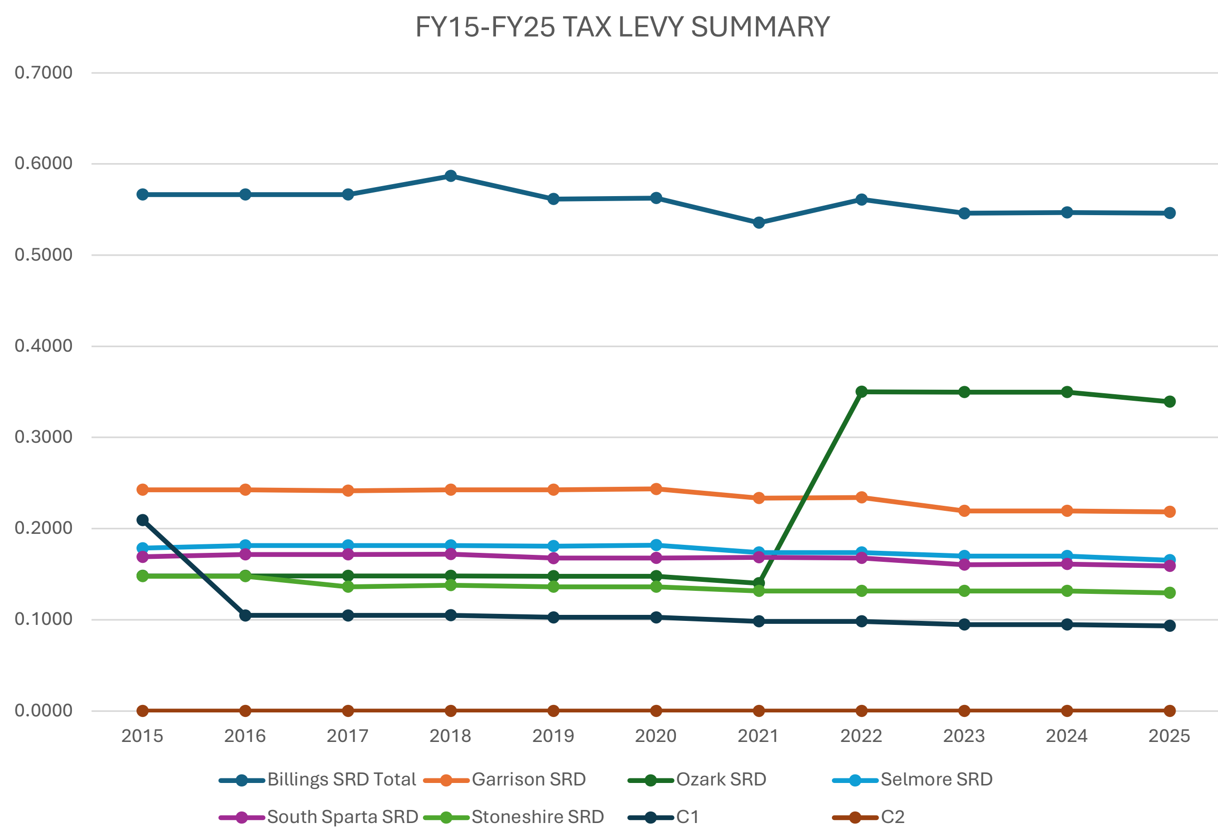
Overview 1998-2025



All Tax Levy Data 1998-2025

Road District	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Billings Special - Voted on by People																							0.3443	0.3244	0.3500	0.3405	0.3411	0.3406	
Billings Special Levy																							0.2183	0.2111	0.2111	0.2054	0.2058	0.2055	Election was held April 3, 2018 for an additional tax rate of $.35 for 4 years. Election was held April 5, 2022 to renew the additional tax rate of $.35 for 4 years. They will have to renew this levy in April 2026.
Billings SRD Total	0.3500	0.3500	0.3500	0.3500	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600	0.3600	0.3657	0.3657	0.3657	0.3910	0.3910	0.5787	0.5666	0.5666	0.5666	0.5869	0.5616	0.5626	0.5355	0.5611	0.5459	0.5469	0.5461	
Garrison SRD	0.0000	0.0000	0.0000	0.0000	0.0000	0.2231	0.0000	0.0000	0.0000	0.0000	0.2278	0.2334	0.2346	0.2362	0.2409	0.2424	0.2427	0.2427	0.2427	0.2414	0.2425	0.2425	0.2435	0.2335	0.2341	0.2193	0.2193	0.2184	
Ozark SRD	0.3000	0.2700	0.3000	0.1566	0.1566	0.1541	0.1541	0.1425	0.1400	0.1400	0.1400	0.1404	0.1404	0.1404	0.1488	0.1488	0.1488	0.1482	0.1482	0.1482	0.1482	0.1477	0.1477	0.1401	0.3500	0.3497	0.3497	0.3393	Election held April 5, 2022 tax levy be restored to $.35
Selmore SRD	0.4600	0.3600	0.4600	0.1978	0.1877	0.1877	0.1877	0.1786	0.1786	0.1777	0.1780	0.1777	0.1784	0.1784	0.1785	0.1772	0.1784	0.1785	0.1816	0.1816	0.1816	0.1808	0.1818	0.1738	0.1738	0.1699	0.1699	0.1654	
South Sparta SRD	0.1000	0.1000	0.1000	0.1000	0.1000	0.1755	0.1755	0.1699	0.1699	0.1707	0.1707	0.1723	0.1736	0.1739	0.1743	0.1690	0.1690	0.1690	0.1716	0.1716	0.1719	0.1676	0.1678	0.1684	0.1678	0.1605	0.1612	0.1590	
Stoneshire SRD	0.1600	0.0000	0.1600	0.0000	0.0000	0.0000	0.1473	0.1420	0.1426	0.1426	0.1426	0.1466	0.1466	0.1498	0.1498	0.1474	0.1476	0.1476	0.1476	0.1360	0.1379	0.1360	0.1360	0.1316	0.1316	0.1316	0.1316	0.1294	
Clever SRD	0.1500	0.1500	0.1500	0.1500	0.1500	0.0000																							Dissolved 2003
Nixa SRD	0.1100	0.1100	0.1100	0.1028	0.1013	0.1004	0.1004	0.0930	0.0930	0.0930	0.0930	0.0934																	Dissolved 2009
Terrell SRD	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000																						Dissolved 2004
Common 1	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.2093	0.1047	0.1047	0.1049	0.1026	0.1026	0.0981	0.0981	0.0948	0.0948	0.0932	
Common 2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	

Focus to 2015-2025



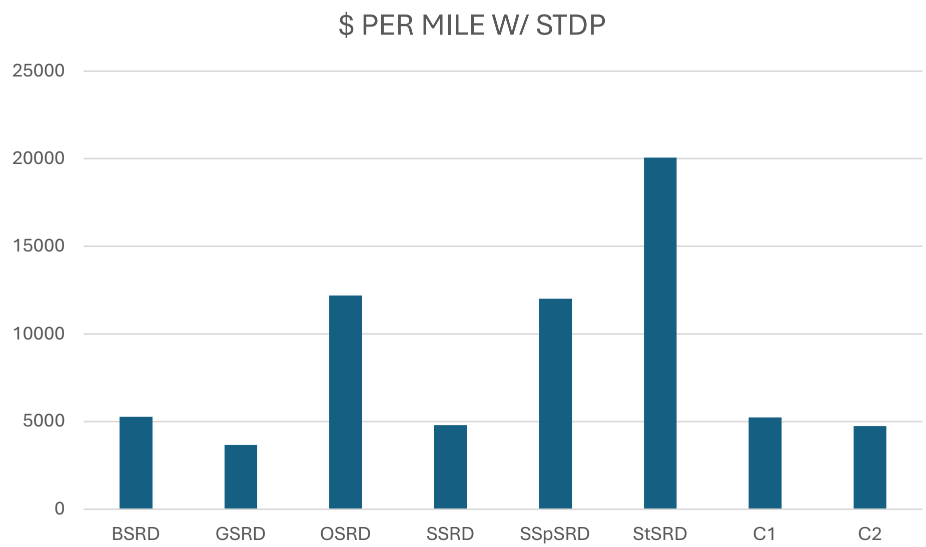
Tax Levy Data for Focus 2015-2025

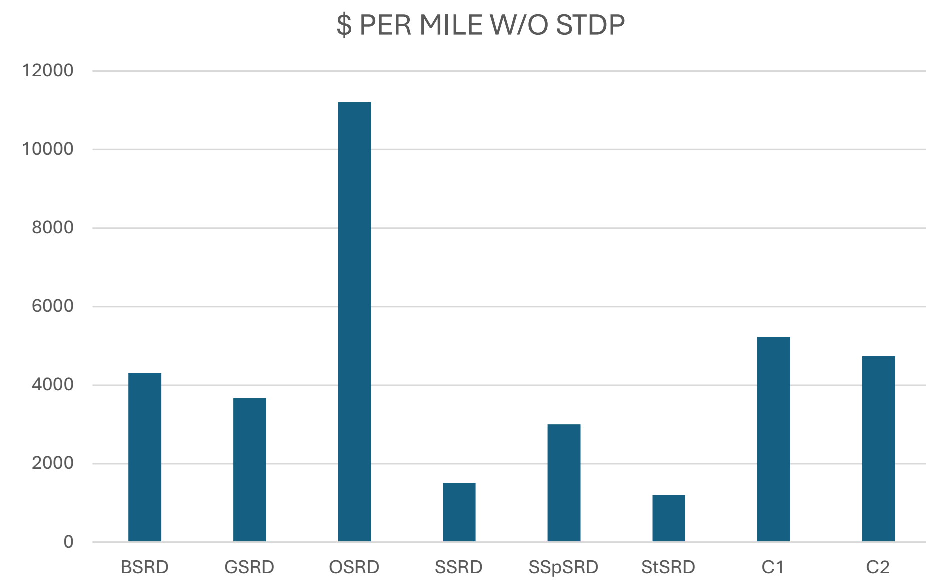
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Billings SRD Total	0.5666	0.5666	0.5666	0.5869	0.5616	0.5626	0.5355	0.5611	0.5459	0.5469	0.5461
Garrison SRD	0.2427	0.2427	0.2414	0.2425	0.2425	0.2435	0.2335	0.2341	0.2193	0.2193	0.2184
Ozark SRD	0.1482	0.1482	0.1482	0.1482	0.1477	0.1477	0.1401	0.3500	0.3497	0.3497	0.3393
Selmore SRD	0.1785	0.1816	0.1816	0.1816	0.1808	0.1818	0.1738	0.1738	0.1699	0.1699	0.1654
South Sparta SRD	0.1690	0.1716	0.1716	0.1719	0.1676	0.1678	0.1684	0.1678	0.1605	0.1612	0.1590
Stoneshire SRD	0.1476	0.1476	0.1360	0.1379	0.1360	0.1360	0.1316	0.1316	0.1316	0.1316	0.1294
C1	0.2093	0.1047	0.1047	0.1049	0.1026	0.1026	0.0981	0.0981	0.0948	0.0948	0.0932
C2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

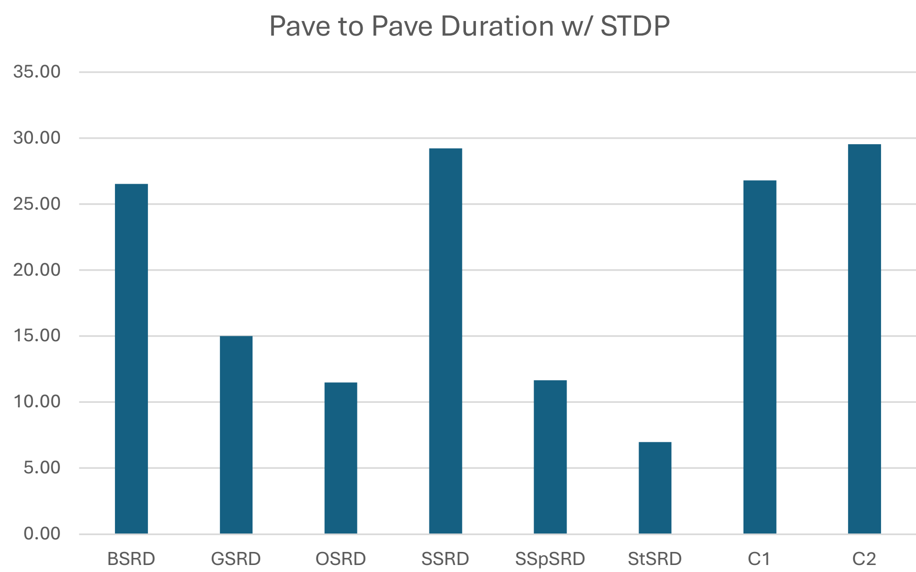
FY24 Total Revenue w/ Cost per Mile

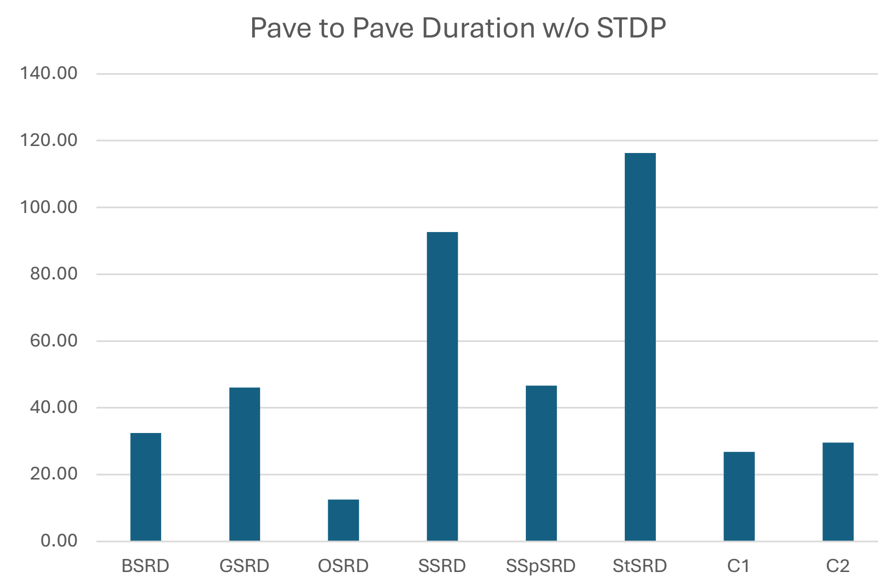
2024		BSRD	GSRD	OSRD	SSRD	SSpSRD	StSRD	C1	C2
	FIT	32.50	0.02	1,070.76	1.35	0.17	1.60	3.47	0.00
	FIT INT.	1.09	0.00	23.00	0.08	0.01	0.10	0.37	0.00
	RR&U	54,950.43	128.58	70,024.04	745.42	817.20	116.21	0.00	0.00
	MINERAL	0.00	1,133.87	0.00	0.00	0.00	0.00	0.00	0.00
	CONSERV.	0.00	0.00	0.00	0.00	0.00	146.96	0.00	87.16
	NAT. FOREST	0.00	3,489.60	0.00	0.00	0.00	0.00	18,482.34	0.00
	PROPERTY TAX	387,504.71	6,432.14	2,008,669.63	46,426.16	21,096.37	6,169.70	172,735.50	0.00
	PROPERTY TAX INT.	1,930.04	16.36	7,913.16	183.19	111.22	21.81	0.00	0.00
	SURTAX	3,289.47	0.00	49,321.94	0.00	1,242.85	0.00	681.62	9,875.17
	SALES TAX	100,000.00	0.00	100,000.00	100,000.00	100,000.00	100,000.00	2,060,178.97	1,879,081.94
	CART	230,615.88	53,511.84	229,945.44	61,348.32	24,854.04	11,742.60	606,423.23	814,005.18
	*O&M REDUCTION	-233,497.24	-6,471.24	-1,233,483.99	-62,611.36	-14,812.19	-11,819.90	-1,429,252.75	-1,351,524.73
	TOTAL	544,826.88	58,241.17	1,233,483.99	146,093.16	133,309.67	106,379.08	1,429,252.75	1,351,524.73
	TOTAL WITHOUT STDP	444,826.88	58,241.17	1,133,483.99	46,093.16	33,309.67	6,379.08		
	TOTAL MILEAGE	103.25	15.88	101.12	30.50	11.10	5.30	273.51	285.20
	$ PER MILE	5,276.77	3,667.58	12,198.22	4,789.94	12,009.88	20,071.52	5,225.60	4,738.87
	$ PER MILE W/O STDP	4,308.25	3,667.58	11,209.30	1,511.25	3,000.87	1,203.60		

*O&M REDUCTION FOR: NO STAFF/EQUIP/SHOP=10%, STAFF BUT NO EQUIP/SHOP=30%, STAFF/EQUIP/SHOP=50%.


$ PER MILE W/ STDP
25000
20000
15000
10000
5000
0
BSRD
GSRD
OSRD
SSRD
SSpSRD
StSRD
C1
C2


$ PER MILE W/O STDP
12000
10000
8000
6000
4000
2000
0
BSRD
GSRD
OSRD
SSRD
SSpSRD
StSRD
C1
C2


Pave to Pave Duration w/ STDP
35.00
30.00
25.00
20.00
15.00
10.00
5.00
0.00
BSRD
GSRD
OSRD
SSRD
SSpSRD
StSRD
C1
C2


Pave to Pave Duration w/o STDP
140.00
120.00
100.00
80.00
60.00
40.00
20.00
0.00
BSRD
GSRD
OSRD
SSRD
SSpSRD
StSRD
C1
C2

LUBY EQUIPMENT

Remit Payment To
2300 Cassens Drive
Fenton, MO 63026-2503

41686

INVOICE NO	INVOICE DATE
W12000096	11/10/2025
PAYMENT TERMS	
NET DUE UPON RECEIPT	

LUBY EQUIPMENT LLC
1155 SOUTH KANSAS EXPRESSWAY
SPRINGFIELD MO 65807

CUSTOMER NO
BP0017527
CUSTOMER PO
41686

SERVICE INVOICE

INVOICE TO:

CHRISTIAN COUNTY ROAD-MO
1106 W JACKSON ST
OZARK MO 65721

#11

WORK SITE:

CHRISTIAN COUNTY ROAD-MO
1106 W JACKSON ST
OZARK MO 65721

SALESMAN	:	**SERVICE ORDER**	: W12000096
CONTACT	: JERRA MATNEY 417-582-4369	**REF**	:

CASE MODEL:621F ZBAR S/N:NDF219639 CUST UNIT: UNIT:CS0013702
METER : 0

SEGMENT : **1 CLUTCH PRESSURE ERROR CODE FIELD REPAIR**
SEGMENT TYPE : Chargeable
CASE MODEL:621F ZBAR S/N:NDF219639 CUST UNIT: UNIT:CS0013702
WORK SITE: CHRISTIAN COUNTY ROAD-MO 1106 W JACKSON ST OZARK MO 65721
METER : 2075 **LOCATION**

WORK DESCRIPTION :
PLEASE SEND CODY MODEL AND SERIAL NUMBER TO UPDATE TICKET. 417-719-2343 IS CUSTOMER CONTACT. UNIT HAS CODE FOR CLUTCH PRESSURE TO HIGH. WILL STOP MACHINE AND NOT MOVE. CUSTOMER HAS TO TURN OFF AND TURN ON MACHINE TO GET IT TO MOVE/ CUSTOMER RECENTLY DID TRANSMISSION SERVICE ON UNIT.

10-13-2025 Brandon Approved Travis

CAUSE :
UPDATE 9/23/25
ERIC IS RUNNING TEST, WAITING ON OIL SAMPLE TO RETURN HAS A THD REQUEST IN TO CASE ASWELL

CORRECTION :
11/07/2025 08:04 AM Noyes, Eric CHECKED UNIT FOR CODES FOUND CODES 4158 AND 43,41 AND 4277 STORED IN MEMORY MULTIPLE TIMES TEST MACHINE FOUND WHEN TRANS SHIFTED FROM NEUTRAL TO FORWARD QUICKLY OR PUSHING INTO A PILE UNDER A LOAD CODE 4277 WOULD APPEAR AND KICK THE TRANSMISSION IN NEUTRAL IF SHIFTED BACK TO NEUTRAL THEN BACK INTO FORWARD TRANSMISSION WOULD AGAIN MOVE. TRIED TO CALIBRATE TRANSMISSION MULTIPLE TIMES EVERY TIME TRANSMISSION WOULD CALIBRATE ALL THE WAY TO KR CLUTCH THEN THROWS CODE 4341 AND CALIBRATION IS ABORTED. CHECK CONNECTIONS ON SPEED SENSORS AT TCU AND BULKHEAD CONNECTORS FROM CAB TO CHASSIS COULD FIND NO DAMAGE PINS CORROSION, DAMAGED WIRES OR PLUGS OPENED UP A THD WITH CASE FOR ADDITIONAL INFORMATION TO SEE IF THERE WAS A PROCEDURE FOR TESTING THE TCUTHD REQUEST NUMBER 109534436. THD RECOMMENDED SWAPPING SPEED SENSOR LOCATIONS BETWEEN TURBAN SPEED SENSOR, INTERMEDIATE SPEED SENSOR AND ENGINE SPEED SENSOR TO SEE IF CODES CHANGED AND HOME OUT ALL SENSORS TO MAKE SURE HOME READINGS WERE CORRECT SWAPPED SENSORS AROUND HOME OUT SENSORS SAME RESULTS ALSO MADE A JUMPER HARNESS TO RUN TO THE THREE SPEED SENSORS ON TOP OF THE TRANSMISSION TO BYPASS WIRING HARNESS ON TRACTOR SAME RESULTS RELAYED INFORMATION BACK TO THD. THD RECOMMENDED WITH THE CONTINUED FAILURES TO REPLACE THE TCU. INSTALLED REMAN TCU SET CONFIGURATIONS AND ATTEMPTED TO CALIBRATE AND SAME RESULTS RE-CONTACTED THD TOLD THEM RESULTS. THEY ADVISED ME TO GO INTO EST AND MONITOR THE SPEED SENSOR PARAMETERS. IF THE SPEED SENSOR PARAMETERS CHECK OUT THE CLUTCH PRESSURES WILL NEED TO BE CHECKED. WENT IN INSTALLED GAUGE CHECK CLUTCH PRESSURES AT K2 PER REQUEST OF THD PRESSURE WAS 225 TO 230 PSI IN ALL GEARS THD ALSO REQUESTED AN OIL SAMPLE PULLED OIL SAMPLE AND SENT OFF THE LAB FOR ANALYSIS ASKED TO CHECK FOR CLUTCH MATERIAL. WHEN RESULTS CAME BACK. THERE WAS NO EVIDENCE OF CLUTCH MATERIAL. THERE WAS FOR A DEBRIS BUT VERY LITTLE UPON FURTHER INVESTIGATION AND TALKING WITH CUSTOMER FOUND THAT CUSTOMER HAD CHANGED OIL AND FILTER PRIOR TO BRING THE MACHINE IN FOR REPAIR AVOIDING

TO VIEW AND PAY ONLINE GO TO:	luby.billtrust.com	ENROLLMENT TOKEN:	LLT VWM RQF

LUBY EQUIPMENT

Remit Payment To
2300 Cassens Drive
Fenton, MO 63026-2503

INVOICE NO	INVOICE DATE
W12000096	11/10/2025
PAYMENT TERMS	
NET DUE UPON RECEIPT	

LUBY EQUIPMENT LLC
1155 SOUTH KANSAS EXPRESSWAY
SPRINGFIELD MO 65807

CUSTOMER NO
BP0017527
CUSTOMER PO
41686

SERVICE INVOICE

THE OIL SAMPLE. THD ADVISED SWAPPING CONTROL SOLENOIDS IN TRANSMISSION CONTROL VALVE TO SEE IF PROBLEM SWAPPED TO A DIFFERENT CLUTCH DISASSEMBLE CONTROL VALVE MOVED SOLENOIDS AROUND RETESTED SAME RESULT AFTER TALKING WITH CUSTOMER CUSTOMER OKAYED REPLACEMENT OF THE TRANSMISSION WITH REMANUFACTURED TRANSMISSION ORDERED TRANSMISSION DISASSEMBLED LOADER, REMOVED CAB REMOVED OLD TRANSMISSION INSTALLED REMAN TRANSMISSION REINSTALLED CAB TEST RAN UNIT SEEMS TO WORK FINE FOUND OIL LEAK ON TRANSMISSION BETWEEN HYDRAULIC PUMP AND TRANSMISSION HOW TO ORDER NEW MOUNTING O-RING REMOVE HYDRAULIC PUMP INSTALL NEW O-RING AND REINSTALL TEST. RAN UNIT AGAIN. UNIT SEEMS FINE. FINISH ASSEMBLING UNIT TEST RAN AGAIN RECHARGED AIR UNIT WORKING FINE. USED 3.5 POUNDS OF FREON.

11/07/2025 08:12 AM Noyes, Eric

11/07/2025 12:57 PM Noyes, Eric

ITEM / LOT ID	DESCRIPTION	QTY	PRICE	CORE	TOTAL
	Part charges		26,000.00		26,000.00
SL	LABOR	5.00			
SL	LABOR	1.50			
SL	LABOR	1.50			
TL	TRAVEL COST	0.75			
SL	LABOR	4.75			
SL	LABOR	1.75			
SL	LABOR	1.75			
SL	LABOR	0.25			
SL	LABOR	2.75			
SL	LABOR	1.50			
SL	LABOR	2.75			
SL	LABOR	1.25			
SL	LABOR	0.75			
SL	LABOR	2.50			
SL	LABOR	2.00			
SL	LABOR	2.00			
SL	LABOR	8.25			
SL	LABOR	6.50			
SL	LABOR	2.00			
SL	LABOR	4.75			
SL	LABOR	2.00			
SL	LABOR	0.25			
SL	LABOR	1.00			
SL	LABOR	2.25			
SL	LABOR	0.75			
LABOR	Labor Charges				9,500.00
	FLAT REPAIR	1.00	387.84		387.84
	SHOP SUPPLIES	1.00	50.00		50.00
	ENVIRONMENTAL	1.00	9.00		9.00

SEGMENT 1 TOTAL:

26,000.00 PARTS **9,500.00 LABOR** **446.84 MISC.** **0.00 TAX** **35,946.84 TOTAL**

TO VIEW AND PAY ONLINE GO TO:	luby.billtrust.com	ENROLLMENT TOKEN:	LLT VWM RQF

LUBY EQUIPMENT

Remit Payment To
2300 Cassens Drive
Fenton, MO 63026-2503

INVOICE NO	INVOICE DATE
W12000096	11/10/2025
PAYMENT TERMS NET DUE UPON RECEIPT	

LUBY EQUIPMENT LLC
1155 SOUTH KANSAS EXPRESSWAY
SPRINGFIELD MO 65807

CUSTOMER NO
BP0017527
CUSTOMER PO
41686

SERVICE INVOICE

PARTS		26,000.00
LABOR		9,500.00
MISC.		446.84
SALES TAX		0.00
INVOICE TOTAL	(USD)	**35,946.84**
BALANCE AMOUNT		**35,946.84**

CUSTOMER ACCEPTANCE

TO VIEW AND PAY ONLINE GO TO:	luby.billtrust.com	ENROLLMENT TOKEN:	LLT VWM RQF

EMERGENCY PROCUREMENT FORM

Christian County Emergency Procurement Policy: Notwithstanding any other provisions of this Policy, and by direction of the Presiding Commissioner, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to **public health, welfare, or safet**y; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written documentation of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

REQUEST FOR EMERGENCY PROCUREMENT

Originating Office: Highway Department

Person Requesting: Miranda Beadles, Highway Administrator

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

Presiding Commissioner: ____Date: _______________

Purchasing Department Approval: ____________________________________ Date: ______________

Emergency Procurement Number: E2025-3 (Assigned by Purchasing)

Noted in Commission Minutes: ____ Date: _______________

Expiration Date: 11/20/25 Project Completion One-Time Purchase (Circle)

Vendor Name: Luby Equipment

Vendor Address: 2300 Cassens Drive, Fenton, Missouri

Vendor Contact: Eric Noyes

Product Description: Case, Model #621F – Wheel Loader – Like a super extra large backhoe

Estimated Cost: $35,946.84

Brought before the Commission for approval (date): November 20, 2025

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the County Commission.

Please describe the reason for the request for emergency procurement regarding the threat to public health, welfare, or safety.

Under RSMo 50.780, this request would qualify under the threat to property as well as the necessary repairs to county property in order to protect against further loss and disruption of county services. Without our wheel loader, this district would not have the capability to perform duties assigned to the loader, as we only have one such piece of equipment.

Describe the anticipated consequences of not procuring immediately. This was a health, safety, and welfare issue.

This is a safety and welfare issue for the general public.

Describe and attach any quotes received. – see attached quote

Is this a one-time purchase? Yes

If not, detail the anticipated future purchases with anticipated acquisition dates.

Notes:

____

2025-13 Addendum 1

Williams Diversified Materials, Inc.

Supplier Response

Event Information

Number: 2025-13 Addendum 1
Title: ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) PRODUCTS FOR COUNTY ROADS
Type: Invitation to Bid
Issue Date: 10/15/2025
Deadline: 11/4/2025 09:00 AM (CT)
Notes:

ADDENDUM ONE
10/22/25

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document. The following are questions submitted by prospective bidders and the official response from Christian County.

Q1:Who is your most recent vendor and the current price?
A1: See page one under the Event Details.

Q2:What is the estimated tonnage required for the season, and do you need any prefill before winter?
A2: Between 0 and 1500 tons per year. No prefill required.

Q3:What are the expectations on orders to avoid liquidated damages, estimated order, and expected delivery requirement?
A3: See Attribute #7 - Deliveries shall be made within five business days of the order.

ADDED: Attribute #1: Addendum One Acknowledgement.

All else remains the same.

****

ITB #2025-13

Christian County invites qualified vendors to submit responses for the ITB #2025-13 in accordance with the requirements stated herein for the **Annual Contract for Bulk Highway Salt (Deicing) Products for County Roads** with options to renew for three (3) additional one year period.

BACKGROUND:
The Christian County Highway Department is responsible for approximately 4000 acres of right-of-way, divided into two districts. Within this right-of-way, Christian County maintains nearly 1200 lane miles of roadway, 35 bridges, and hundreds of pipe & box culverts, low water crossings, and roadway signs.

Our current contracted vendor for this service is Williams Diversified. The contract goes through December 31, 2025. The County currently pays $87.50 per ton. Year-to-date, we have purchased approximately 570 tons.

We don't require any specific type of truck for deliveries, i.e., hopper or end dump. We have our own loader to move salt into the facility once dropped off. We have two locations for delivery, see specifications under the Attributes Tab #6.

QUESTIONS:
Submit your questions online through the Christian County Electronic Bidding portal before **9:00 a.m. October 21, 2025.**

SUBMITTAL:
Christian County proposal submittals must be made by the Christian County online ebidding portal. No hand delivered bids, faxes or emails will be accepted. Bids are due by **November 4, 2025,** and will **close at 9:00 a.m.** Register as a vendor at:
https://www.christiancountymo.gov/bidding-opportunities/.
Contact purchasing at 417-582-4309 for help with registering. No other submissions will be accepted.

Note: The County's Online Sourcing Application displays the time remaining for each event. This is the County's Official Time remaining for the sourcing event. No other time clock, regardless of reputation, will be considered. The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining display. The County's Online Sourcing Application includes capabilities for users to see the timing remaining in the user's native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for user's company and web site users.

If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County; the time of day for submission shall remain the same.

TERMS AND CONDITIONS:
View under ATTACHMENTS TAB.
It is the responsibility of the awarded bidder to know that Christian County's Terms and Conditions will prevail over all others.

INSURANCE REQUIREMENTS:
View under ATTACHMENTS TAB.

TRANSIENT EMPLOYER LAW:
Required after award is made, if applicable
Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient

Employer Law (285.230 R.S.Mo. et seq.); or

2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See http://dor.mo.gov/business/register/or call (573) 751-0459.

EVERIFY AFFIDAVIT:
Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over $5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT:
AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT
Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." Exceptions: The statute provides two exceptions for this certification:
1) "contracts with a total potential value of less than one hundred thousand dollars" or

2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.
Section 34.600, RSMo, defines the following terms: Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations. Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is

participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

AWARD:
The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this ITB. The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor awards based on the needs of the County, and to select the offer deemed most advantageous to the County. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

The contract will begin on the date the Commissioners award the contract, approximately January 1, 2026. Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

DECLARATION PAGE:
View under ATTACHMENTS TAB. Print, review, sign and upload the Declaration Page under the RESPONSE TAB.
The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. An authorized Company representative's signature is required to confirm understanding of this statement.

HISTORY:
Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1859 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kimberly Hopkins-Will, MBA, CPPO, CPPB, NIGP-CPP
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 1 (417) 582-4309
Email: purchasing@christiancountymo.gov

Williams Diversified Materials, Inc. Information

Contact: Debra McCandless
Address: PO Box 660
Baxter Springs, KS 66713
Phone: (620) 856-5252 x1
Fax: (620) 856-2646
Email: dmccandless@wdminc.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Bill Buck	ap@wdminc.net
Signature	*Email*

Submitted at 11/3/2025 01:24:10 PM (CT)

Requested Attachments

Declaration page — Declaration.pdf

THIS IS REQUIRED OR YOUR BID WILL BE NONRESPONSIVE! The declaration Page must be filled out and signed and uploaded for this bid to be responsive. By not uploading the page your bid will be considered nonresponsive. Note: Please do not list any exceptions on the Declaration page as they will not be considered.

E-Verify Affidavit of Compliance and MOU Form — Everify.pdf

E-Verify Affidavit Affidavit and MOU form

Anti-Discrimination Against Israel Act Affidavit — Israel.pdf

Anti-Discrimination Against Israel Act Affidavit

Bid Attributes

1 Addendum One Acknowledgement

Please acknowledge that you did read Addendum One located on the beginning of the Events Page.

Yes

2 Christian County Bidder Requirements Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0924 and acknowledge your acceptance below.

Yes

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

If the responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS, please provide details below. If no exceptions, please enter N/A.

N/A

4 Specifications

Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt.

5	**No Deviations or Exceptions to Specifications** I certify that there are NO deviations or exceptions to the specifications. Agree - No Deviations
6	**Deviations and Exceptions to Specifications** If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County will consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable). N/A
7	**Delivery and Delivery Locations** Deliveries shall be made within five business days of the order. Delivery Locations: Common I Road District, 8700 MO-14, Sparta, MO 65753; Common II Road District, 1271 Westside Blvd, Nixa, MO 65714. Christian County anticipates ordering between 0 and 1,500 tons annually.
8	**Section 2** **BIDDER REQUIREMENTS**
9	**Communications Statement** Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. The deadline for questions about this proposal is stated in the **BID EVENTS tab** and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking their ebidding portal for any posted addenda.
10	**Conflict of Interest Questionnaire** Does this vendor have conflict of interest with Christian County? No
11	**Conflict of Interest pt. 2** If responder stated there is a conflict of interest with the County of Christian, please list the name and details below. If no conflict exists, enter N/A. N/A

12 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☑ I agree.

13 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include the procurement of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

Agree

14 **Minimum and Maximum**

There are no minimum or maximum quantities guaranteed for this contract.

15 **Lowest Prices Available to State and Local Governments**

The vendor must provide the lowest price available to state and local governments. If a cooperative or a State of Missouri contract is being used to provide the pricing, please indicate the cooperative and contract number. Note: Christian County is not part of all cooperatives.

16 **Firm Fixed Pricing - Year One**

This contract will be a firm fixed contract for one calendar year from the start of the contract , with options to renew for three (3) additional one-year periods. The renewals must be approved by the Christian County Commission by a majority vote of Commissioners.

17 **Pricing - Line Items Tab**

You will enter your pricing under the **LINE ITEMS TAB.**

Please note that the awarded bidder will bill Christian County Highway on the "actual" quantities. Quoted prices shall include all costs required to successfully perform the project as described in the bid. Any additional charges not in the bid document shall be assumed to be included in the quoted cost. The prices given will be firm fixed for the first calendar year.

Note: Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County’s best interest.

18 **Shipping/Handling/Delivery/Surcharges**

Shipping, handling, delivery and any surcharges must be included in the item's price.

19 **Salt Mine Location**

What salt mine do you purchase your salt from, and provide the address for its physical location?

Hutchinson Salt 3300 Carey blvd. Hutchinsin, KS 67501

20	**Invoices** Invoices will be submitted to the **Christian County Highway Department at 1106 W. Jackson Street, Ozark, Missouri 65721** or emailed to: **highway@christiancountymo.gov.** Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein, along with a copy of each invoice, as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract. Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial. If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.
21	**Indemnification** Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.
22	**Reference One** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: City of Joplin Cody Marti CMarti@joplinmo.org 417.624.0820 x 1568
23	**Reference Two** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: Stone County Jonathan Crawford Jonathan.crawford@stonecountymo.gov 417.357.6804

24	**Reference Three** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: City of Neosho Nate Siler nsiler@neoshomo.org 417.451.8071
25	**Renewals** This contract shall be valid for one calendar year beginning approximately January 1, 2026, with optional three (3) additional one-year increments. If exercised, the option shall be executed at the same prices quoted herein, subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. A written justification will be required for any increase. All percentages of the increase stated shall be computed against the previous year's agreement prices. The Christian County Commission must vote on all renewals, and the renewal must pass by a majority vote of the Commission. This contract shall not exceed $149,999.99 annually
26	**Renewal #1 Enter Maximum Increase Not-To-Exceed (Year 2)** First Renewal Period: Maximum Increase __________% 5%
27	**Renewal #2 Enter Maximum Increase Not-To-Exceed (Year 3)** Second Renewal Period: Maximum Increase __________% 5%
28	**Renewal #3 Enter Maximum Increase Not-To-Exceed (Year 4)** Third Renewal Period: Maximum Increase __________% 5%

29	**Escalation/De-escalation** Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons: 1. An increase or decrease in the supplier's cost of materials may be justification for a price change; however, this shall not be construed in any way to increase the vendor's margin of profit. • Should a tariff occur after the first year of the contract, a written justification, including supporting documentation from the manufacturer, with the date of the tariff being passed along to the vendor, may be requested. Please note that a tariff does not allow a vendor to increase its margin of profit. 1. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor. 2. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices, and the vendor shall notify purchasing of said decline.
30	**Authorized Signature** As authorized signatory, you are agreeing that your have legal authority to sign on behalf of your company. Is this correct? Note: If you enter no this bid will be nonresponsive. You must upload the Declaration page with a wet signature or you bid will be nonresponsive. See bid attachments to print the Declaration page and upload in the Response page. Yes
31	**Cooperative Procurement** The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. No
32	**Declaration Page** The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. By clicking "I have read and accept" you are declaring that you are approving the above. Yes

33	**Electronic Sealed Bid Security** The ebidding software used was designed to maintain the security of the solicitation process, including protecting the integrity of sealed bid/proposal responses. Key security features in the system include: All sealed bid/proposal data is stored in encrypted fields while the solicitation is still available for supplier responses. Each buyer and supplier user account has its own password, with options available to the Demo Agency for dictating password requirements/complexity. All data transmitted between end users and the system is encrypted using industry standard SSL technology. Passwords are stored in an encrypted format using a one-way hash. This works to protect passwords from anyone with access to the database. User sessions are validated to help prevent hijacking and expire after inactivity. Key buyer and supplier activities are audited, such as response submission or solicitation unsealing. Two primary levels of security exist to ensure bidders/proposers can only access their own bid/proposal data: First, all sealed bid/proposal data is encrypted at the database level utilizing a security key uniquely generated for each bidding/proposing event. This protects the sealed data from everything but the bidding/proposing application itself, which is the only component that has the security logic and seeds required to generate the security key. This provides protection from system administrators and any potential risks of external hackers. Second, the application includes security checks on every page that displays bid/proposal data to ensure that only the vendor who entered sealed bid/proposal data can view their own sealed bid/proposal data. All other users are denied access to sealed bid/proposal data by these security checks. As a result of the above-mentioned security measures, sealed bid/proposal information is sealed in an electronic lockbox and unavailable to all system users until after a bid/proposal due date and time passes. Electronic Bid/Proposal Responses are time-stamped upon acceptance by the system. Time-stamps are reported in the Respondents report and in the Bid/ Proposal History logs. Authorized users, as established by system roles, may "Unseal" a bid/proposal at the appropriate time to begin bid/proposal evaluation and review. General System Security The software utilizes standard security mechanisms: 1. Enterprise Firewall protection 2. Secure separation of web cluster and databases. 3. Data reads are conducted utilizing stored procedures in order to prevent injection or SQL modification attacks. 4. Application user accounts are limited to execution of stored procedures. 5. Access to the system requires a correct username and password. 6. All data is secured at rest and in transit at the storage level. 7. Data backups are also encrypted and stored outside of the production environment.

Bid Lines

1	Bulk Rock Salt Standard, 1.0% moisture or less Per Ton Delivered (No additional charges can be added). Quantity: 1 UOM: PER TON DELIVERED Price: $93.75 Total: $93.75 Item Notes: Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt. Deliveries shall be made within five business days of the order. Delivery Locations: Common I Road District, 8700 MO-14, Sparta, MO 65753; Common II Road District, 1271 Westside Blvd, Nixa, MO 65714. Christian County anticipates ordering between 0 and 1,500 tons annually. This contract shall not exceed $149,999.99 annually

Response Total: $93.75

DECLARATION PAGE

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name Williams Diversified Materials, Inc.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. same
Mailing Address PO Box 660	IRS Form 1099 Mailing Address same
City, State, Zip Code Baxter Springs, KS 66713	City, State, Zip Code same

Contact Person Debra McCandless	Email Address: dmccandless@wdminc.net
Phone Number 620.856.5252 x1	Fax Number: 620.856.2646
Authorized Signature Bill B Bill Buck, Secretary/Treasurer	**Date** 10/31/2025

2025-13 Addendum 1
Central Salt, LLC
Supplier Response

Event Information

Number: 2025-13 Addendum 1
Title: ANNUAL CONTRACT FOR BULK HIGHWAY SALT (DEICING) PRODUCTS FOR COUNTY ROADS
Type: Invitation to Bid
Issue Date: 10/15/2025
Deadline: 11/4/2025 09:00 AM (CT)
Notes:

ADDENDUM ONE
10/22/25

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes, which take precedence over anything to the contrary in the Bidding Event document. The following are questions submitted by prospective bidders and the official response from Christian County.

Q1:Who is your most recent vendor and the current price?
A1: See page one under the Event Details.

Q2:What is the estimated tonnage required for the season, and do you need any prefill before winter?
A2: Between 0 and 1500 tons per year. No prefill required.

Q3:What are the expectations on orders to avoid liquidated damages, estimated order, and expected delivery requirement?
A3: See Attribute #7 - Deliveries shall be made within five business days of the order.

ADDED: Attribute #1: Addendum One Acknowledgement.

All else remains the same.

****

ITB #2025-13

Christian County invites qualified vendors to submit responses for the ITB #2025-13 in accordance with the requirements stated herein for the **Annual Contract for Bulk Highway Salt (Deicing) Products for County Roads** with options to renew for three (3) additional one year period.

BACKGROUND:
The Christian County Highway Department is responsible for approximately 4000 acres of right-of-way, divided into two districts. Within this right-of-way, Christian County maintains nearly 1200 lane miles of roadway, 35 bridges, and hundreds of pipe & box culverts, low water crossings, and roadway signs.

Our current contracted vendor for this service is Williams Diversified. The contract goes through December 31, 2025. The County currently pays $87.50 per ton. Year-to-date, we have purchased approximately 570 tons.

We don't require any specific type of truck for deliveries, i.e., hopper or end dump. We have our own loader to move salt into the facility once dropped off. We have two locations for delivery, see specifications under the Attributes Tab #6.

QUESTIONS:
Submit your questions online through the Christian County Electronic Bidding portal before **9:00 a.m. October 21, 2025.**

SUBMITTAL:
Christian County proposal submittals must be made by the Christian County online ebidding portal. No hand delivered bids, faxes or emails will be accepted. Bids are due by **November 4, 2025,** and will **close at 9:00 a.m.** Register as a vendor at:
https://www.christiancountymo.gov/bidding-opportunities/.
Contact purchasing at 417-582-4309 for help with registering. No other submissions will be accepted.

Note: The County's Online Sourcing Application displays the time remaining for each event. This is the County's Official Time remaining for the sourcing event. No other time clock, regardless of reputation, will be considered. The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining display. The County's Online Sourcing Application includes capabilities for users to see the timing remaining in the user's native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for user’s company and web site users.

If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County; the time of day for submission shall remain the same.

TERMS AND CONDITIONS:
View under ATTACHMENTS TAB.
It is the responsibility of the awarded bidder to know that Christian County's Terms and Conditions will prevail over all others.

INSURANCE REQUIREMENTS:
View under ATTACHMENTS TAB.

TRANSIENT EMPLOYER LAW:
Required after award is made, if applicable
Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient

Employer Law (285.230 R.S.Mo. et seq.); or

2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See http://dor.mo.gov/business/register/or call (573) 751-0459.

EVERIFY AFFIDAVIT:
Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over $5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

ANTI-DISCRIMINATION AGAINST ISRAEL AFFIDAVIT:
AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT
Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel." Exceptions: The statute provides two exceptions for this certification:
1) "contracts with a total potential value of less than one hundred thousand dollars" or

2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.
Section 34.600, RSMo, defines the following terms: Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations. Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is

participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

AWARD:
The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this ITB. The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor awards based on the needs of the County, and to select the offer deemed most advantageous to the County. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

The contract will begin on the date the Commissioners award the contract, approximately January 1, 2026. Note: Christian County reserves the right to make a single or multiple awards for this solicitation. All contracts by the county are nonexclusive contracts.

DECLARATION PAGE:
View under ATTACHMENTS TAB. Print, review, sign and upload the Declaration Page under the RESPONSE TAB.
The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. An authorized Company representative's signature is required to confirm understanding of this statement.

HISTORY:
Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1859 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kimberly Hopkins-Will, MBA, CPPO, CPPB, NIGP-CPP
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 1 (417) 582-4309
Email: purchasing@christiancountymo.gov

Central Salt, LLC Information

Contact: Lori Young
Address: 1420 State Road 14
LYONS, KS 67554
Phone: (620) 257-5626 x7821
Fax: (620) 257-5052
Toll Free: (800) 879-7258
Email: lyoung@centralsalt.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lori Young	lyoung@centralsalt.com
Signature	*Email*

Submitted at 11/3/2025 02:54:00 PM (CT)

Requested Attachments

Declaration page

Declaration Page.pdf

THIS IS REQUIRED OR YOUR BID WILL BE NONRESPONSIVE! The declaration Page must be filled out and signed and uploaded for this bid to be responsive. By not uploading the page your bid will be considered nonresponsive. Note: Please do not list any exceptions on the Declaration page as they will not be considered.

E-Verify Affidavit of Compliance and MOU Form

E Verfify - MOU Cental Salt.pdf

E-Verify Affidavit Affidavit and MOU form

Anti-Discrimination Against Israel Act Affidavit

Anti-Discrimination - Christian County.pdf

Anti-Discrimination Against Israel Act Affidavit

Bid Attributes

1	**Addendum One Acknowledgement** Please acknowledge that you did read Addendum One located on the beginning of the Events Page. Yes
2	**Christian County Bidder Requirements Terms and Conditions** Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0924 and acknowledge your acceptance below. Yes
3	**Exceptions to Christian County Bidder Requirements Terms and Conditions** **If the responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS, please provide details below. If no exceptions, please enter N/A.** N/A
4	**Specifications** Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt.

5	**No Deviations or Exceptions to Specifications** I certify that there are NO deviations or exceptions to the specifications. Agree - No Deviations
6	**Deviations and Exceptions to Specifications** If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County will consider any deviations or exceptions in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable). N/A
7	**Delivery and Delivery Locations** Deliveries shall be made within five business days of the order. Delivery Locations: Common I Road District, 8700 MO-14, Sparta, MO 65753; Common II Road District, 1271 Westside Blvd, Nixa, MO 65714. Christian County anticipates ordering between 0 and 1,500 tons annually.
8	**Section 2** **BIDDER REQUIREMENTS**
9	**Communications Statement** Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. The deadline for questions about this proposal is stated in the **BID EVENTS tab** and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking their ebidding portal for any posted addenda.
10	**Conflict of Interest Questionnaire** Does this vendor have conflict of interest with Christian County? No
11	**Conflict of Interest pt. 2** If responder stated there is a conflict of interest with the County of Christian, please list the name and details below. If no conflict exists, enter N/A. N/A

12 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☑ I agree.

13 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include the procurement of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

Agree

14 **Minimum and Maximum**

There are no minimum or maximum quantities guaranteed for this contract.

15 **Lowest Prices Available to State and Local Governments**

The vendor must provide the lowest price available to state and local governments. If a cooperative or a State of Missouri contract is being used to provide the pricing, please indicate the cooperative and contract number. Note: Christian County is not part of all cooperatives.

16 **Firm Fixed Pricing - Year One**

This contract will be a firm fixed contract for one calendar year from the start of the contract , with options to renew for three (3) additional one-year periods. The renewals must be approved by the Christian County Commission by a majority vote of Commissioners.

17 **Pricing - Line Items Tab**

You will enter your pricing under the **LINE ITEMS TAB.**

Please note that the awarded bidder will bill Christian County Highway on the "actual" quantities. Quoted prices shall include all costs required to successfully perform the project as described in the bid. Any additional charges not in the bid document shall be assumed to be included in the quoted cost. The prices given will be firm fixed for the first calendar year.

Note: Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the County's best interest.

18 **Shipping/Handling/Delivery/Surcharges**

Shipping, handling, delivery and any surcharges must be included in the item's price.

19 **Salt Mine Location**

What salt mine do you purchase your salt from, and provide the address for its physical location?

Central Salt / Lyons Salt Co - 1660 Ave. N, Lyons, KS 67554

20	**Invoices** Invoices will be submitted to the **Christian County Highway Department at 1106 W. Jackson Street, Ozark, Missouri 65721** or emailed to: **highway@christiancountymo.gov.** Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein, along with a copy of each invoice, as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract. Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial. If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.
21	**Indemnification** Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.
22	**Reference One** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: Missouri Department of Transportation (MODOT) Nanci Grannemann 573-522-4406 nanci.grannemann@modot.mo.gov
23	**Reference Two** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: State of Iowa Reese Polich 515-239-1572 Reese.Polich@diowadot.us

24	**Reference Three** Please provide three references of companies you have done business with in the past five years, with a similar scope and size project. Name of Company: Representative Name: Representative Email: Representative Phone: State of Kansas Jessica Godfredson 785-296-3266 Jessica.I.Godfredson@ks.gov
25	**Renewals** This contract shall be valid for one calendar year beginning approximately January 1, 2026, with optional three (3) additional one-year increments. If exercised, the option shall be executed at the same prices quoted herein, subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. A written justification will be required for any increase. All percentages of the increase stated shall be computed against the previous year's agreement prices. The Christian County Commission must vote on all renewals, and the renewal must pass by a majority vote of the Commission. This contract shall not exceed $149,999.99 annually
26	**Renewal #1 Enter Maximum Increase Not-To-Exceed (Year 2)** First Renewal Period: Maximum Increase __________% 3%
27	**Renewal #2 Enter Maximum Increase Not-To-Exceed (Year 3)** Second Renewal Period: Maximum Increase __________% 3%
28	**Renewal #3 Enter Maximum Increase Not-To-Exceed (Year 4)** Third Renewal Period: Maximum Increase __________% 3%

29	**Escalation/De-escalation** Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons: 1. An increase or decrease in the supplier’s cost of materials may be justification for a price change; however, this shall not be construed in any way to increase the vendor’s margin of profit. • Should a tariff occur after the first year of the contract, a written justification, including supporting documentation from the manufacturer, with the date of the tariff being passed along to the vendor, may be requested. Please note that a tariff does not allow a vendor to increase its margin of profit. 1. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor. 2. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices, and the vendor shall notify purchasing of said decline.
30	**Authorized Signature** As authorized signatory, you are agreeing that your have legal authority to sign on behalf of your company. Is this correct? Note: If you enter no this bid will be nonresponsive. You must upload the Declaration page with a wet signature or you bid will be nonresponsive. See bid attachments to print the Declaration page and upload in the Response page. Yes
31	**Cooperative Procurement** The vendor should indicate by checking “yes” or “No” in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. No
32	**Declaration Page** The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. By clicking "I have read and accept" you are declaring that you are approving the above. Yes

33	**Electronic Sealed Bid Security** The ebidding software used was designed to maintain the security of the solicitation process, including protecting the integrity of sealed bid/proposal responses. Key security features in the system include: All sealed bid/proposal data is stored in encrypted fields while the solicitation is still available for supplier responses. Each buyer and supplier user account has its own password, with options available to the Demo Agency for dictating password requirements/complexity. All data transmitted between end users and the system is encrypted using industry standard SSL technology. Passwords are stored in an encrypted format using a one-way hash. This works to protect passwords from anyone with access to the database. User sessions are validated to help prevent hijacking and expire after inactivity. Key buyer and supplier activities are audited, such as response submission or solicitation unsealing. Two primary levels of security exist to ensure bidders/proposers can only access their own bid/proposal data: First, all sealed bid/proposal data is encrypted at the database level utilizing a security key uniquely generated for each bidding/proposing event. This protects the sealed data from everything but the bidding/proposing application itself, which is the only component that has the security logic and seeds required to generate the security key. This provides protection from system administrators and any potential risks of external hackers. Second, the application includes security checks on every page that displays bid/proposal data to ensure that only the vendor who entered sealed bid/proposal data can view their own sealed bid/proposal data. All other users are denied access to sealed bid/proposal data by these security checks. As a result of the above-mentioned security measures, sealed bid/proposal information is sealed in an electronic lockbox and unavailable to all system users until after a bid/proposal due date and time passes. Electronic Bid/Proposal Responses are time-stamped upon acceptance by the system. Time-stamps are reported in the Respondents report and in the Bid/ Proposal History logs. Authorized users, as established by system roles, may "Unseal" a bid/proposal at the appropriate time to begin bid/proposal evaluation and review. General System Security The software utilizes standard security mechanisms: 1. Enterprise Firewall protection 2. Secure separation of web cluster and databases. 3. Data reads are conducted utilizing stored procedures in order to prevent injection or SQL modification attacks. 4. Application user accounts are limited to execution of stored procedures. 5. Access to the system requires a correct username and password. 6. All data is secured at rest and in transit at the storage level. 7. Data backups are also encrypted and stored outside of the production environment.

Bid Lines

1	Bulk Rock Salt Standard, 1.0% moisture or less Per Ton Delivered (No additional charges can be added). Quantity: 1 UOM: PER TON DELIVERED Price: $97.41 Total: $97.41 Item Notes: Specifications: Bulk rock salt must contain a minimum chemical composition of 97% Sodium Chloride (NaCl). Evaporated salt from salt mines shall not be furnished in lieu of rock salt. Deliveries shall be made within five business days of the order. Delivery Locations: Common I Road District, 8700 MO-14, Sparta, MO 65753; Common II Road District, 1271 Westside Blvd, Nixa, MO 65714. Christian County anticipates ordering between 0 and 1,500 tons annually. This contract shall not exceed $149,999.99 annually

Response Total: $97.41

DECLARATION PAGE

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name Central Salt, LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Central Salt, LLC
Mailing Address 1420 State Rd 14	IRS Form 1099 Mailing Address 1420 State Rd 14
City, State, Zip Code Lyons, KS 67554	City, State, Zip Code Lyons, KS 67554

Contact Person Lori Young	Email Address: lyoung@centralsalt.com
Phone Number 620-257-5626	Fax Number: 620-257-5052
Authorized Signature Lori Young	**Date** November 3, 2025

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

November 20, 2025

Debra McCandless
Williams Diversified Materials, Inc.
PO Box 660
Baxter Springs, KS 66713
dmccandless@wdminc.net
620-856-5252

Re: Award of ITB #2025-13 Annual Contract for Bulk Highway Salt (De-icing) Products for County Roads

The Christian County Commission voted in session today to award the contract for Annual Bulk Highway Salt (De-icing) Products for County Roads (ITB #2025-13) to Williams Diversified Materials, Inc.

This contract is effective January 1, 2026, through December 31, 2026, with options to renew for three (3) additional one-year periods.

Your point of contact will be Highway Administrator Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or by email at mbeadles@christiancountymo.gov.

__________________	__________________	__________________
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: ____________	Date: ____________	Date: ____________

Workplace Solutions
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY

Location #: 569
Contract #: 210339152
Customer #: 14231472
Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348**
GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Date:

Customer/Participating Agency: Christian County ("Customer") Phone: 417-582-4381
Address: 100 W Church St City: Ozark State: MO Zip: 65721

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
74331	Dickie Carpenter Jean	☑ Yes ☐ No	.30	31.14
935	Comfort Work Shirt	☑ Yes ☐ No	.15	18.10
275	Polo	☑ Yes ☐ No	.23	30.59
69526	T Shirt	☑ Yes ☐ No	.48	32.39
894	Dickie 5 Pocket Jean	☑ Yes ☐ No	.30	31.14
9749/970	Bib Overall/Work Jacket	☑ Yes ☐ No	.35/.35	35/35

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 12 months from the date of installation or renewal (the "Term").

Standard Name Emblem	$ 1.50 ea	Standard Agency Emblem	$ 1.75	ea
Custom Agency Emblem	$ 2.50 ea	Embroidery	$ n/a	ea
Uniform Advantage	Item:		$ .06	ea per week
Premium Uniform Advantage	Item:		$ .06	ea per week
Emblem Advantage	Item:		$ .00	ea per week
Prep Advantage	Item:		$ .00	ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	$ 1.50 per garment			
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ 0.00	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	$ n/a			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ n/a per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other	Sold to's: 14231472, 14231639, 14231672 and 14231688			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
10184	3x5 Active Scraper Mat	Weekly	Any	4.00
10196	3x5 Traffic Mat	Every Other Week	Any	3.62
10197	4x6 Traffic Mat	Every Other Week	Any	5.25
10198	3x10 Traffic Mat	Every Other Week	Any	6.00
2590	36 Inch Dust Mop	Weekly	Any	.50
2650	Wet Mop	Weekly	Any	.85
2160	Red Shop Towel	Weekly	Any	.06

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory 3	$ .47	ea
Automatic Lost Replacement Charge	Item:	% of inventory	$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: [signature] Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
   FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: SS Customer Initials: ______

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality?
    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
    ☐ Yes ☑ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
    ☐ Yes, additional terms required
    ☑ No additional terms needed
    (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 569	Customer Signature:
Cintas Representative Signature: EJ Emery	Print Name:
Title: Key Account Manager	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: ☑ Yes ☐ No	Customer Contact:
Cintas Enterprise Partner Name: Eric Johnson	Customer Contact Email:

Cintas Representative Initials: EJ Customer Initials:

Accounts Payable Contact
Billing Information

CINTAS READY FOR THE WORKDAY

How should the Business Name read on the invoice? N/A Current Customer

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: GG Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
n/a	See page 1	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
n/a	See Page 1			

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: ER Customer Initials: ______

LOCATION LISTING

14231472 Christian County Maintenance
100 W Church St Ozark MO 65721

14231639 Christian County
8700 State HWY 14E Sparta MO 65753

14231672 Christian County
1271 Westside Blvd Nixa MO 65714

14231688 Christian County
1300 W Hall St Ozark MO 65721

Cintas Representative Initials: EA Customer Initials: ____________

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN		CONTRACTOR
By: ______ Lynn Morris, Presiding Commissioner		Company Name: ______
By: ______ Bradley A. Jackson, Eastern Commissioner		By: ______
		Title: ______
By: ______ Hosea Bilyeu, Western Commissioner		By: ______
		Title: ______

ATTEST BY: ______
Paula Brumfield, Christian County Clerk

COUNTY CLERK SEAL CHRISTIAN COUNTY, MO

Approved as to form:

By: ______
N. Austin Fax, Christian County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

______
Amy Dent, Christian County Auditor

12/05/24
Date

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

November 20, 2025

Cintas Corporation
4640 E Mustard Way
Springfield, MO
ATTN: Ed Emery
417-831-4040
EmeryW@Cintas.Com

The Christian County Commission voted in session today to renew the contract for Uniform and Supply Rental Services to Cintas Corporation.

The terms and conditions of this contract are governed by Omnia Cooperative Contract #001299.

This contract is effective beginning January 1, 2026, and will terminate on May 31, 2026.

Your points of contact for the County are as follows:
Richard Teague – Maintenance Department maintenance@christiancountymo.gov
Miranda Beadles – Highway Department mbeadles@christiancountymo.gov
Todd Wiesehan – Recycling Center toddw@chrsitiancountymo.gov
Kim Hopkins-Will for contract-related questions khopkins@christiancountymo.gov

________________	________________	________________
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
Date: ____________	Date: ____________	Date: ____________

NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
http://oa.mo.gov/purchasing

CONTRACT NUMBER	CONTRACT TITLE
CT212200001	Omnigo Software MoDEx Interface
AMENDMENT NUMBER **NA**	**CONTRACT PERIOD** **July 1, 2021 through June 30, 2022**
REQUISITION/REQUEST NUMBER RDPS2100004	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID** 4315072500 0/MB00091159
CONTRACTOR NAME AND ADDRESS Omnigo Software, LLC PO Box 734008 Chicago, IL 63076	**STATE AGENCY'S NAME AND ADDRESS** Missouri Department of Public Safety 1101 Riverside Drive 4W P.O. Box 749 Jefferson City, 65102 Office of Administration Information Technology Services Division

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CT212200001 for use by the Missouri Department of Public Safety for Omnigo Software MoDEx Interface, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Missouri Department of Public Safety and Omnigo Software, LLC shall reference the State of Missouri contract number.

BUYER	BUYER CONTACT INFORMATION
Molly Hurt	Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER Molly Hurt	**DATE** November 29, 2021

DIRECTOR OF PURCHASING

Karen S. Boeger

Karen S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: SFST30034902102200
TITLE: Omnigo Software MoDEx Interface
ISSUE DATE: July 12, 2021

REQ NO.: RDPS2100004
BUYER: Molly Hurt
PHONE NO.: 573-751-8900
E-MAIL: molly.hurt@oa.mo.gov

TO: Omnigo Software, LLC
10430 Baur BLVD.
St. Louis, MO 63132

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL:

SCAN AND E-MAIL TO:	**Molly.Hurt@oa.mo.gov**

CONTRACT PERIOD: July 1, 2021 through June 30, 2022

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Public Safety
1101 Riverside Drive 4W
P.O. Box 749
Jefferson City, 65102

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	**MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)**
Omnigo Software, LLC	
MAILING ADDRESS 10430 Baur Blvd.	
CITY, STATE, ZIP CODE St. Louis, MO 63132	

CONTACT PERSON	**EMAIL ADDRESS** Compliance@omnigo.com
PHONE NUMBER	**FAX NUMBER**
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) X Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE DocuSigned by: Richard J DeFrancisco	**DATE** 10/25/2021
PRINTED NAME Richard DeFrancisco	**TITLE** Chief Executive Officer

1. INTRODUCTION:

1.1 **Purpose:** In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing desires to enter into a contract with Omnigo Software LLC as a single feasible source for Omnigo Software MoDEx system interface services for the Missouri Department of Public Safety. The requirements have been posted in accordance with 34.044 RSMo.

a. The Missouri Department of Public Safety (DPS) shall include herein Missouri Law Enforcement Data Exchange Process (MoDEx) hereinafter referred to as the state agency. The contract shall also include State, County, and City law enforcement agencies hereinafter referred to as law enforcement agencies.

The contract shall serve the purpose of establishing the maximum pricing and the minimum requirements, terms and conditions that shall govern subsequent purchase transactions made by the state agency under the contract.

1.2 **Single Feasible Source Authority:** Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with the vendor to acquire the above referenced products pursuant to the pricing and requirements, terms and conditions included herein.

1.3 **Background Information**: Services for MoDEx System Interfaces have been provided under the previous contract C215012001. Omnigo Software offers a proprietary records management system (RMS) and/or jail management system (JMS) currently in operation within the State of Missouri being utilized and funded by a number of local jurisdictions. Their services provide a key part of the criminal justice records keeping at the local level. If the local law enforcement agency utilizing this proprietary RMS/JMS system voluntarily choses to do so, those local records can be further utilized for criminal justice information sharing. The contract between Omnigo Software LLC and the Department of Public Safety, MoDEx process is to connect and maintain the connection to share the local RMS/JMS system data across the State of Missouri and to the federal government National Data Exchange System program (N-DEx).

1.4 **General Instructions and Requirements:** The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

The State of Missouri reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the State of Missouri prior to finalizing a contract.

Your response to this document is required by July 26, 2021. If you have any questions, you may contact me at 573-751-8900 or at molly.hurt@oa.mo.gov.

2. GENERAL CONTRACT REQUIREMENTS

2.1 **Contract:** A binding contract shall consist of: (1) the SFS document and any amendments thereto, (2) the contractor's response to the SFS, (3) clarifications, if any, and (4) the Division of Purchasing's acceptance of the response by "notice of award" or by "purchase order".

A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 **Contract Period:** The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 **Renewal Periods:** The state shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods. In the event the state exercises their right to renew, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. The contract pricing for any renewal period shall not increase more than 3% over the previous period's pricing. The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 **Termination:** The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least ninety (90) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to the State of Missouri pursuant to the contract prior to the effective date of termination.

2.5 **Contract Price:** All prices shall be as indicated on the Pricing Page in Exhibit A included with this document. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6 **Payments:** The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at https://MissouriBUYS.mo.gov.

Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the SFS.

a. Payments – The contractor shall be paid in accordance with the Exhibit A Pricing Page. The State of Missouri may make advance deposits/payment for system maintenance (upgrades/new releases/technical support-type agreements) payments only. All other payments shall be made in arrears.
   1) For the one-time payment of the conversion fee in paragraph 3.4.3 the contractor shall not be paid until delivery and acceptance of the converted schema to the state agency.
b. The contractor shall provide the state agency twelve month pricing (Pricing Table A.1 Required Pricing) with semiannual invoicing: July 1 through December 31, and January 1 through June 30 for active law enforcement agencies.
c. The contractor shall send invoices for items in pricing table A.2 for additional services, if requested, to the requesting law enforcement agency. The state agency shall not be responsible for agency payments for products or services requested by the law enforcement agencies.

2.7 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

Indemnification – Pursuant to the Constitution of the State of Missouri, Article III, Section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

2.8 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

2.10 **Assignment:** The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, other than in connection with a sale of all or substantially all of its assets or equity interests, or in connection with a merger transaction, without the prior written consent of the Division of Purchasing. In the event of a sale of all or substantially all of its assets or equity interests, or in connection with a merger transaction the contractor must notify the state agency within 30 days of the sale and the purchaser must meet all contractual requirements prior to receiving payments.

2.11 **Confidentiality and Security Documents:** Each party hereto agrees and understands that all discussions between the parties and all information gained by the parties as a result of their performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the other party, except when reports documentation or material are considered public record pursuant to Section 610.021 RSMo.

If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

The determination of whether an item may be considered as confidential and not disclosed as a "public record" shall be governed by Missouri State Statute, particularly Section 610.021 RSMo.

2.12 **Location of Work Performed:** All services provided must be performed within the continental United States.

2.13 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing throughout the effective period of the contract.

2.14 **Inventions, Patents, and Copyrights:**

The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has actual knowledge.

The state Attorney General has the right to appear and defend the state in any legal action. If the Attorney General authorizes it, then the contractor shall have the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any performance and/or product or any part thereof supplied or produced by the contractor to the state under this agreement.

The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor authorization to defend the state, and supplies the proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the State in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty¬ free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the state.

2.15 **Legal Proceedings** – For any legal action or other proceedings, per section 27.050 and section 27.060 RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.

a. Arbitration and Attorneys' Fees - The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

2.16 **Applicable Laws and Regulations** – The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Division of Purchasing.

2.17 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (https://revisor.mo.gov/main/OneSection.aspx?section=285.530), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit must be submitted prior to an award of a contract.

2.18 **Contractor's Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and to pursue any other remedies permitted by the contract or by applicable state or federal law.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
b. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
c. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.19 **Federal Funds Requirement**: The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

a. the percentage of the total costs of the program or project which will be financed with Federal money;
b. the dollar amount of Federal funds for the project or program; and
c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Also, the contractor must respond to Exhibit, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

2.20 **Anti-Discrimination Against Israel Act Certification Exhibit Instructions -** Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of the Anti-Discrimination Against Israel Act Certification Exhibit with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (https://revisor.mo.gov/main/OneSection.aspx?section=34.600) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

2.21 **Business Compliance -** The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp
Certificate of authority to transact business/certificate of good standing (if applicable)
Taxes (e.g., city/county/state/federal)
State and local certifications (e.g., professions/occupations/activities)
Licenses and permits (e.g., city/county license, sales permits)
Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at http://business.mo.gov for additional information.

3. SCOPE OF WORK REQUIREMENTS

3.1 General Requirements:

3.1.1 The contractor shall understand and agree the state agency's standard data submission schema will only utilize the new standard data submission schema for new site interface connections to MoDEx (going forward from July 1, 2021) per 11 CSR 30-17.010 https://www.sos.mo.gov/CMSImages/AdRules/csr/current/11csr/11c30-17.pdf.

3.1.2 The contractor shall provide site interface maintenance and a resolution within five business days from state agency notification that there is a data feed problem.

3.1.3 The contractor must provide the state agency semiannual (July-Dec & Jan-Jun) site interface data feed maintenance reports with invoices for active law enforcement agencies.

3.1.4 Ensuring the interfaces between the record management system (RMS) and jail management system (JMS) for individual local law enforcement RMS/JMS to DPS' MoDEx system remain intact so criminal justice information sharing occurs is critical to the State of Missouri. Additionally, the criminal justice information sharing with DPS, local law enforcement, and the federal government N-DEx program ensures the local RMS/JMS data is shared with the participating local law enforcement agencies. Therefore, in the event the contractor fails to restore a data feed stoppage (i.e. not operational) that occurs in excess of 30 calendar days, the contractor shall prorate the cost for the site interface data feed when stoppage exceeds 30 calendar days without resolution.

a. The state agency shall receive notification via email when a prorating to the ongoing support cost occurs due to a site interface data feed stoppage. The prorated amount shall be applied to the next invoice due for services by the state agency.

3.1.5 The contractor must notify the state agency's MoDEx Information Sharing Coordinator within 30 business days when any active MoDEx law enforcement agency ceases to utilize a contractor's product that would affect the MoDEx data feed.

3.1.6 The contractor must not charge the state agency a new law enforcement agency site interface connection fee if a law enforcement agency has notified the state agency in writing and agrees to share data with state agency. Additionally, the contractor must not charge the state agency for additional services acquired by a law enforcement agency utilizing this contract as the vehicle for acquiring site interface services.

a. The contractor shall include the law enforcement agency RMS and/or JMS data as an active interface to submit data to MoDEx.

3.2 Records Management System (RMS) Maintenance and Support:

3.2.1 The contractor shall provide site interface maintenance support for current MoDEx data feed schema RMS site interface for existing law enforcement agencies through July 1, 2023, unless the state agency requests current MoDEx data feed schema RMS services to continue or the contractor has converted to the N-DEx Information Exchange Package Documentation (IEPD) Schema (Incident/Arrest Version https://www.fbi.gov/file-repository/n-dex-iepd-incident-arrest.zip/view).

3.2.2 In the event a RMS law enforcement agency terminates/ends services with the contractor mid-term, which results in site interface maintenance no longer being necessary by the contractor for the RMS law enforcement agency, the contractor must prorate the state agency's next invoice for the timeframe where services were not rendered due to the RMS law enforcement agency's termination/ending of services with the contractor.

3.2.3 If requested by the state agency, the contractor shall convert current MoDEx data feed schema RMS site interfaces for existing law enforcement agencies to the N-DEx IEPD Schema for a one-time fee (July 1, 2021 forward).

a. The contractor shall provide single law enforcement agency and enterprise type (multiple agency) pricing for converting the RMS site interface.

3.2.4 Upon request from the state agency, the contactor shall add a single new site interface to the MoDEx Interface utilizing N-DEx IEPD Schema for RMS only.

a. The new site interface shall include historical data, unless the new site interface is for a new law enforcement agency and there is no historical data available.
b. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for adding a new site interface.
c. The cost to add a new law enforcement agency RMS mid-year must be prorated for only the remaining months of the fiscal year and include site interface maintenance for the remainder of the fiscal year at no additional cost. For example if a new law enforcement agency is added in April the cost to add the interface, including maintenance shall be prorated for those three months (April, May and June) until the next maintenance invoicing cycle starts in July.

3.2.5 The contractor shall provide site interface maintenance and support for MoDEx RMS N-DEx IEPD Schema Interface per site.

a. The contractor shall provide single law enforcement agency and enterprise type (multiple agency) pricing for site interface maintenance on new RMS sites.

3.3 **Jail Management System (JMS) Maintenance and Support:**

3.3.1 The contractor shall provide site interface maintenance support for current MoDEx data feed schema JMS site interface for existing law enforcement agencies through July 1, 2023, unless the state agency requests current MoDEx data feed schema JMS services to continue or the contractor has converted to the N-DEx IEPD Schema (Incarceration/Booking/Probation/Parole Version https://www.fbi.gov/file-repository/n-dex-iepd-incarceration-booking-probation-parole.zip/view).

3.3.2 In the event a JMS law enforcement agency terminates/ends services with the contractor mid-term, which results in site interface maintenance no longer being necessary by the contractor for the JMS law enforcement agency, the contractor must prorate the state agency's next invoice for the timeframe where services were not rendered due to the JMS law enforcement agency's termination/ending of services with the contractor.

3.3.3 If requested by the state agency, the contractor shall convert current MoDEx data feed schema JMS site interfaces for existing law enforcement agencies to the N-DEx IEPD Schema for a one-time fee (July 1, 2021 forward).

a. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for converting the JMS site interface.

3.3.4 Upon request from the state agency, the contactor shall add a single new site interface to MoDEx Interface utilizing N-DEx IEPD Schema for JMS only.

a. The new site interface shall include historical data, unless the new site interface is for a new law enforcement agency and there is no historical data available.
b. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for adding a new site interface.

c. The cost to add a new law enforcement agency JMS mid-year must be prorated for only the remaining months of the fiscal year and include site interface maintenance for the remainder of the fiscal year at no additional cost. For example if a new law enforcement agency is added in April the cost to add the interface, including maintenance shall be prorated for those three months (April, May and June) until the next maintenance invoicing cycle starts in July.

3.3.5 The contractor shall provide site interface maintenance and support for MoDEx JMS N-DEx IEPD Schema Interface per site.

a. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for maintenance on new JMS sites.

3.4 **Maintenance and Support for both RMS and JMS:**

3.4.1 The contractor shall provide site interface maintenance support for the current MoDEx data feed schema for both RMS and JMS interfaces for existing law enforcement agencies through July 1, 2023, unless the state agency requests current MoDEx data feed schema for both RMS and JMS services to continue or the contractor has converted to the N-DEx IEPD Schema.

3.4.2 In the event a RMS/JMS law enforcement agency terminates/ends services with the contractor mid-term, which results in site interface maintenance no longer being necessary by the contractor for the RMS/ JMS law enforcement agency's the contractor must prorate the state agency's next invoice for the timeframe where services were not rendered due to the RMS/JMS law enforcement agency's termination/ending of services with the contractor.

3.4.3 If requested by the state agency, the contractor shall convert current MoDEx data feed schema for both RMS and JMS site interface for existing law enforcement agencies to the N-DEx IEPD Schema for a one-time fee (July 1, 2021 forward).

a. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for converting both the RMS and JMS site interface.

3.4.4 Upon request from the state agency, the contractor shall add a single new site interface to MoDEx Interface utilizing N-DEx IEPD Schema for both RMS and JMS.

a. The new site interface shall include historical data, unless the new site interface is for a new law enforcement agency and there is no historical data available.
b. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for adding a new site interface.
c. The cost to add a new law enforcement agency RMS and JMS mid-year must be prorated for only the remaining months of the fiscal year and include site interface maintenance for the remainder of the fiscal year at no additional cost. For example if a new law enforcement agency is added in April the cost to add the interface, including maintenance shall be prorated for those three months (April, May and June) until the next maintenance invoicing cycle starts in July.

3.4.5 The contractor shall provide site interface maintenance and support for MoDEx RMS and JMS N-DEx IEPD Schema Interface per site.

a. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for maintenance on new RMS and JMS sites.

3.5 **Project Assessment Quotation (PAQ) Requirement:**

3.5.1 The contractor shall understand and agree that the state shall have the ability to request additional services related to the MoDEx system interface services required herein, including services necessary to accommodate revisions to the contract. Upon request by the state, such additional services shall utilize the PAQ process as a means to (1) identify the specific tasks to be performed and (2) mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the state's designated Project Manager, as outlined in Attachment # 1.

3.6 **Additional Services:**

3.6.1 Law enforcement agencies may order software and services for maintenance and support on existing services. The contract shall not be used to acquire an initial installation of Omnigo software and services.

EXHIBIT A
CONTRACT PRICING PAGE

The vendor must state below all applicable firm, fixed costs necessary to satisfy the requirements of the single feasible source agreement. If pricing for enterprise services is not available please indicated 'NA' for not applicable. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges will be assessed to the state whatsoever to satisfy the SFS requirements.

Table A.1 Required Costs

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
RMS Site Interface		
Maintenance Support For Current MoDEx Data Feed Schema		
Maintenance support for current MoDEx data feed schema RMS site interface for existing agencies	Per Site Interface, Per Six Months	$___525_______
Maintenance support for current MoDEx data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	$___N/A_______
Maintenance support for current MoDEx data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	$___N/A_______
Maintenance support for current MoDEx data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	$__ _N/A_______
Convert Current MoDEx Data Feed Schema		
Convert current MoDEx data feed schema RMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Single Agency, Per Six Months	$____N/A______
Convert current MoDEx data feed schema RMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 1-10), Per Six Months	$____N/A______
Convert current MoDEx data feed schema RMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 11-20), Per Six Months	$____N/A______
Convert current MoDEx data feed schema RMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 21 or more), Per Six Months	$____N/A______
Add A Single New Site To MoDEx Site Interface Utilizing N-DEx IEPD Schema		
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS only	Single Agency, Per Six Months	$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS only	Enterprise (Multi Agency 1-10), Per Six Months	$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS only	Enterprise (Multi Agency 11-20), Per Six Months	$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS only	Enterprise (Multi Agency 21 or more), Per Six Months	$0
Maintenance Support For MoDEx RMS N-Dex IEPD Schema		

Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	$___525_______
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 1-10), Per Six Months	$___N/A_______
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 11-20), Per Six Months	$___N/A_______
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 21 or more), Per Six Months	$___N/A_______
JMS Site Interface		
Maintenance Support For Current MoDEx Data Feed Schema		
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Per Site Interface, Per Six Months	$_525_________
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Convert Current MoDEx Data Feed Schema		
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Single Agency, Per Six Months	$__N/A________
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Add A Single New Site To MoDEx Site Interface Utilizing N-DEx IEPD Schema		
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Single Agency, Per Six Months	$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Maintenance Support For MoDEx JMS N-Dex IEPD Schema		
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	$____525______
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 1-10), Per Six Months	$____N/A______

Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 11-20), Per Six Months	$____N/A______
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 21 or more), Per Six Months	$____N/A______
Both RMS and JMS Site Interface		
Maintenance Support For Current MoDEx Data Feed Schema		
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Per Site Interface, Per Six Months	$___N/A_______
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Convert Current MoDEx Data Feed Schema		
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	One Time Fee Applicable	$__32,000________
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a **one-time fee**	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Add A Single New Site To MoDEx Site Interface Utilizing N-DEx IEPD Schema		
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Single Agency, Per Six Months	$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 1-10), Per Six Months	$__N/A________
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 11-20), Per Six Months	$__N/A________
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 21 or more), Per Six Months	$__N/A________
Maintenance Support For MoDEx RMS and JMS N-Dex IEPD Schema		
Maintenance support for MoDEx RMS and JMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	$_900_________

Maintenance support for MoDEx RMS and JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 1-10), Per Six Months	$_N/A_________
Maintenance support for MoDEx RMS and JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 11-20), Per Six Months	$_N/A_________
Maintenance support for MoDEx RMS and JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 21 or more), Per Six Months	$_N/A_________

Project Assessment Quotation (PAQ) Consulting Costs

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) consulting rates: *If providing pricing for multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour rate on separate rows below:*		
Custom software development and consulting services	Per Hour	$_____250_______
	Per Hour	$____________
	Per Hour	$____________

Pricing Page Continued

The contractor shall send invoices for items in pricing table A.2 for additional services, if requested, to the requesting law enforcement agency. DPS, MoDEx shall not be responsible for agency payments for products or services requested by the law enforcement agencies. These products and services are provided on an as needed, if needed basis to the law enforcement agencies. The State of Missouri does not guarantee any usage of these services whatsoever.

The prices shown are the maximum prices Omnigo may charge for the services identified below in table A.2. The cooperative procurement entities like law enforcement agencies may contact Omnigo for reduced pricing for pricing that a law enforcement agencies may be grandfathered in to.

Law enforcement agencies may order software and services for maintenance and support on existing services.
The contract shall not be used to acquire an initial installation of Omnigo software and services.

Table A.2 Additional Services

Line Item	**DESCRIPTION**	**UNIT OF MEASURE & UNIT PRICE**
1	**Omnigo Base Public Safety Software Framework**	**$ ______**
1.1	Police Bundle User License RMS, Mobile Patrol, NIBRS/SIBRS, Use of Force (Omnigo's included Public Safety Software Framework provides the foundation for all modules on the OMNIGO platform)	**$695 / Per Officer (Minimum 5 Officers)**
1.2	Sheriff's Bundle User License RMS, JMS, Civil, NIBRS/SIBRS, Use of Force (Omnigo's included Public Safety Software Framework provides the foundation for all modules on the OMNIGO platform)	**$695 / Per Officer Per Year (Minimum 5 Officers)**
1.3	CAD Bundle User License CAD, E911, Dispatch Monitor (Omnigo's included Public Safety Software Framework provides the foundation for all modules on the OMNIGO platform)	**$695 / Per Officer Per Year (Minimum 5 Officers)**
1.4	JMS Only Jail Management for Detention Centers (Omnigo's included Public Safety Software Framework provides the foundation for all modules on the OMNIGO platform)	**$695 / Per Officer Per Year (Minimum 5 Officers)**
2	**Public Safety Software Framework**	**$ _____**
2.2	Automatic Vehicle Location Interface Omnigo's Automatic Vehicle Location (AVL) interface utilizes GPS data from OMNIGO supported devices for display on Omnigo's Dispatch and Mobile / Workstation maps. Historical data is maintained for 'breadcrumb' playback.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**

2	**Public Safety Software Framework**	**$ _____**
2.3	Workstation/Mobile Map Omnigo's Workstation / Mobile Map software provides live map functions integrated with the OMNIGO Public Safety Framework.	**$ 1,000 Each Station**
2.4	MULES NCIC Interface This interface provides the ability to inquire within the MO MULES system for persons, vehicles, firearms, property and watercraft. The response from MULES is displayed in the same format as MULES does including DOR photos for Missouri licenses and ID Cards.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
2.5	REJIS NCIC Interface This interface provides the ability to inquire within the REJIS system for persons, vehicles, firearms, property and watercraft. The response from REJIS is displayed in the format provided by REJIS. DOR photos are not provided by REJIS with this interface.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
2.6	Personnel Management This module provides the ability to track human resource information for agency employees, from date of hire to retirement / termination. It also includes the ability to track all training (POST) as well as certifications.	**$ $890 Per Officer Per Year**
2.7	Duty Roster (Scheduling) This module provides scheduling capabilities for public safety agencies.	**1-5 Officers: $660 6-10 Officers: $878 11-15 Officers: $1,089 16-25 Officers: $1,650 26-50 Officers: $2,079 51-75 Officers: $2,640 76-250 Officers: $21,780 251-500 Officers: $43,560 Per Year**
2.8	Asset/Fleet Management This module provides the ability to track an Agency's assets, including consumables, as well as fleet vehicles. Included is the ability to track assets assigned to personnel or vehicles, including costs, maintenance, repairs and related information.	**1-5 Officers: $1,299 6-10 Officers: $1,728 11-15 Officers: $2,143 16-25 Officers: $3,248 26-50 Officers: $4,092 51-75 Officers: $5,196 76-250 Officers: $42,867 251-500 Officers:**

2	**Public Safety Software Framework**	**$ _____**
		$85,734 Per Year
2.9	Policy Manual This module provides an integrated solution for internal department policies and general orders. Dissemination of policy updates is easy and provides documentation that employees have read the policies.	**1-5 Officers: $660 6-10 Officers: $878 11-15 Officers: $1,089 16-25 Officers: $1,650 26-50 Officers: $2,079 51-75 Officers: $2,640 76-250 Officers: $21,780 251-500 Officers: $43,560 Per Year**
2.10	Civil Process This module provides electronic management of all civil papers being served by your agency. Each case includes all pertinent information about the parties involved, service attempts and fees.	**1-5 Officers: $1,299 6-10 Officers: $1,728 11-15 Officers: $2,143 16-25 Officers: $3,248 26-50 Officers: $4,092 51-75 Officers: $5,196 76-250 Officers: $42,867 251-500 Officers: $85,734 Per Year**
2.11	Firearm Permits This module assists with the collection of information for processing firearm permits.	**1-5 Officers: $1,299 6-10 Officers: $1,728 11-15 Officers: $2,143 16-25 Officers: $3,248 26-50 Officers: $4,092 51-75 Officers: $5,196 76-250 Officers: $42,867 251-500 Officers: $85,734 Per Year**
2.12	License and Registrations This module provides flexible capabilities for maintaining many kinds of licenses and registrations. Typical uses include dog licenses, bicycle licenses, event registration and more. User defined fields and forms allow custom designs.	**1-5 Officers: $1,299 6-10 Officers: $1,728 11-15 Officers: $2,143 16-25 Officers: $3,248 26-50 Officers: $4,092 51-75 Officers: $5,196 76-250 Officers: $42,867 251-500 Officers: $85,734 Per Year**
2.13	Regional Data Sharing Provides the ability to share data with neighboring public safety agencies utilizing Omnigo’s software.	**$ 1,200 Per Account Per Year**

2	**Public Safety Software Framework**	**$ _____**
2.14	Mobile License, per workstation	**$ 1,200 Per Work Station Per Year**

3	**Computer Aided Dispatch**	**$ _____**
3.2	Dispatch Map Provides live map functions integrated with the OMNIGO Public Safety Framework and Omnigo's Computer Aided Dispatch (CAD) software.	**$ 2,000 Per Officer Per Year**
3.3	Dispatch Monitor Provides a live web view for use by agencies dispatched with Omnigo's CAD software.	**$ 890 Per Officer Per Year**
3.4	E911 Interface This interface automatically creates events in Omnigo's CAD software using the ANI/ALI data from land lines or cellular calls.	**1-5 Officers: $2,995 6-10 Officers: $3,594 11-15 Officers: $4,043 16-25 Officers: $4,493 26-50 Officers: $5,241 51-75 Officers: $5,990 76-250 Officers: $7,188 251-500 Officers: $8,236 Per Year**
3.5	Firehouse Interface This interface exports data for use by Firehouse software.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
3.6	CAD to RMS Web Service This web service provides the ability to export OMNIGO CAD event information to Omnigo's Records Management Software at a remote agency.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
3.7	ProQA CAD Interface (Platinum Level) This interface provides connectivity between Omnigo's CAD and Priority Dispatch's ProQA Paramount (Medical) software.	**1-5 Officers: $2,199 6-10 Officers: $2,639 11-15 Officers: $2,969 16-25 Officers: $3,299 26-50 Officers: $3,848 51-75 Officers: $4,398 76-250 Officers: $5,278 251-500 Officers: $6,047 Per Year**
3.8	ProQA Police / Fire Interface (Platinum Level)	**1-5 Officers: $2,199**

3	**Computer Aided Dispatch**	**$ _____**
	This interface provides connectivity between Omnigo's CAD and Priority Dispatch's ProQA Paramount Police/Fire software.	**6-10 Officers: $2,639 11-15 Officers: $2,969 16-25 Officers: $3,299 26-50 Officers: $3,848 51-75 Officers: $4,398 76-250 Officers: $5,278 251-500 Officers: $6,047 Per Year**
3.9	Emergency Reporting System (ERS) Interface This interface utilizes the Emergency Reporting System (ERS) web service to submit event data from Omnigo's CAD software to the ERS database.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
3.10	ImageTrend EMS/Fire Interface This interface sends OMNIGO CAD data to the Image Trend software.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**

4	**Records Management**	**$ _____**
4.2	Missouri Accident (STARS 2012 – print submission) Provides the ability to enter and print accident reports through the OMNIGO Public Safety Software.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
4.3	Interface, MO Accident (STARS 2012 – electronic submission) Provides electronic submission of STARS reports to the State of Missouri.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
4.4	Missouri Incident Based Reporting (MIBRS) Interface Provides the ability to create a monthly IBR submission file through the OMNIGO Public Safety Software.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429**

		16-25 Officers: $2,699 **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
4.5	LiveScan Interface (Approved Vendor) This interface transfers all pertinent arrest data from Omnigo's Records Management Software or Jail Management Software to the approved LiveScan vendor system. A corresponding interface is required from the LiveScan vendor.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
4.6	Summit Court Software Interface This interface provides data exchange between Omnigo's Records Management Software and Summit Court Software.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
4.7	Incode Interface This interface provides data exchange between Omnigo's Records Management Software and Incode Court Software.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
4.8	Judicial Information System Interface This interface provides data exchange between Omnigo's Records Management Software and the Judicial Information System.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
4.9	Summons Import for Handheld Ticketwriter This interface provides the capability to import summons into Omnigo's Records Management Software from handheld ticketwriter applications.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318**

		251-500 Officers: $4,947 Per Year
4.10	Non- OMNIGO CAD to RMS Web Service This interface allows 3rd party CAD software vendors to send CAD incident data to Omnigo's Records Management Software.	**Per Quote**

5	**Jail Management**	____
5.1		NA
5.2	Keefe Supply Commissary Interface This interface provides booking level data export to Keefe Supply's Commissary software.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
5.3	Appriss VINE (with SFTP) Interface This interface provides an SFTP export of Omnigo's Jail Management data to Appriss' VINE system.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
5.4	Appriss VINE (3rd Generation SFTP with XML) Interface This interface provides a 3rd generation SFTP export of Omnigo's Jail Management data to Appriss' VINE system in XML format.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
5.5	Jail Data Export – Brooks Jeffrey This interface provides an export of Omnigo's Jail Management data to Brooks Jeffrey Marketing (BJM). This interface requires a corresponding interface from BJM.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699 26-50 Officers: $3,148 51-75 Officers: $3,598 76-250 Officers: $4,318 251-500 Officers: $4,947 Per Year**
5.6	Encartele Inmate Phone System Interface This interface provides a data export from Omnigo's Jail Management Software to Encartele's Inmate Phone System.	**1-5 Officers: $1,799 6-10 Officers: $2,159 11-15 Officers: $2,429 16-25 Officers: $2,699**

		26-50 Officers: $3,148 **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
5.7	ICSolutions Inmate Phone System Interface This interface provides a data export from Omnigo's Jail Management Software to IC Solutions Inmate Phone System.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**
5.8	Advanced Correctional Medical Systems Interface This interface provides a data export from Omnigo's Jail Management Software to Advanced Correctional Medical Systems.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**

6	**Court Administration**	**$ _____**
6.1	Omnigo's Court Administration Software is designed to meet the needs of municipal courts and integrates tightly with our Records Management and electronic ticket writing software. It can also be used as a stand- alone application. This software is certified by the Missouri Office of State Courts Administrator (OSCA).	**1-5 Officers: $2,249** **6-10 Officers: $2,991** **11-15 Officers: $3,711** **16-25 Officers: $5,623** **26-50 Officers: $7,084** **51-75 Officers: $8,996** **76-250 Officers: $74,217** **251-500 Officers: $148,434** **Per Year**
6.2	nCourt Interface This interface provides on- line payment of court cases through nCourt.	**1-5 Officers: $1,799** **6-10 Officers: $2,159** **11-15 Officers: $2,429** **16-25 Officers: $2,699** **26-50 Officers: $3,148** **51-75 Officers: $3,598** **76-250 Officers: $4,318** **251-500 Officers: $4,947** **Per Year**

7	**Code Enforcement**	**$ _____**
7.1	Omnigo's Code Enforcement software is designed to automate the critical business processes required for code enforcement by municipalities and counties. It can be utilized as a stand- alone application or can be combined with any of Omnigo's Public	**1-5 Officers: $1,799** **6-10 Officers: $2,393** **11-15 Officers: $2,968** **16-25 Officers: $4,498** **26-50 Officers: $5,667**

	Safety Software modules (CAD, RMS, JMS, Court) to create an integrated system that meets your specific needs.	**51-75 Officers: $7,196** **76-250 Officers: $59,367** **251-500 Officers: $118,734 Per Year**

9	**Services (One- Time Costs)**	**Fee $**
9.1	System Administration Training at OMNIGO	**$1,025 / day**
9.2	System Administration Training on- site	**$2,100 / day Plus Expenses**
9.3	Web- based Training, per module (Hosted Service only)	**$ 499.00 / module**
9.4	System Configuration Assistance	**$1,800 / module**
9.5	User Training at OMNIGO (up to 12 users)	**$1,850 / day**
9.6	Data Configuration / Conversion	**$200 / hour**
9.7	Non- Reoccurring Engineering	**$200 / hour**
9.8	User Training on- site	**$2,100 / day Plus Expenses**
9.9	On- site software installation (Subscription Service and License Purchase)	**$3,500 Plus Expenses**
9.10	On- site Startup Assistance	**$2,100 / day Plus Expenses**

10	**Digital Evidence**	
10.1	Omnigo's Digital Evidence Investigation Case Management System (ICMS) Web based digital evidence management system. Including chain of custody on digital files, authentication, & annotation, web-based upload of still images, videos, documents, audio, and other formats. Capture images/videos, scan people Driver License, take notes, record audio interviews. (Includes 1 TB of storage).	Base Account $5,000 Plus $96 Per Officer Per Year (Minimum 10 Officers)
10.2	Auto transcribe audio & video files Transcribe and provide the ability to search within the transcribed text.	$3,000 Per 40,000 Minutes
10.3	Facial Recognition	$3,000 Per 8,000 Minutes
10.4	OCR Extract text from documents (word, excel, pdf, text files) and allowing searching within the text of these files.	$3,000 Per 500,000 Pages
10.5	Active Directory Integration, Or ADFS Integration	$1,500 Per Year
10.6	API From RMS to QueTel	$2,500 Per Year
10.7	API From QueTel to RMS	$2,500 Per Year
10.8	Extra cloud storage	$599 Per TB Per Year
10.9	Cold Storage	$349 Per TB Per Year
10.10	Network-based digital upload Kiosk-like upload software or network listener to ingest digital evidence automatically.	$300 Per Machine

11	**Physical Evidence**	
11.1	Omnigo's Physical Evidence Investigation Case Management System	Base Account $5,000

	(ICMS) Evidence management system for evidence intake, barcode, print labels, lookup evidence, transfer evidence in/out, track movement of evidence, and maintain chain of custody.	Plus $96 Per Officer Per Year (Minimum 10 Officers)
11.2	Active Directory Integration, Or ADFS Integration	$1,500 Per Year
11.3	API From RMS to ICMS	$2,500 Per Year
11.4	API From ICMS to RMS	$2,500 Per Year

12	**Court Evidence Management**	
12.1	Omnigo's Court Evidence Management System Allow plaintiffs and defendants to lookup their cases and upload digital evidence related to their case into the system. Clerks can organize and see all digital cases in the system. See today's hearings and uploaded exhibits to the system grouped by party.	$780 Per Clerk/Staff Per Year (Minimum 10 Staff)
12.2	Auto transcribe audio & video files Transcribe and Provide the ability to search within the transcribed text.	$3,000 Per 40,000 Minutes
12.3	OCR Extract text from documents (word, excel, pdf, text files) and allowing searching within the text of these files.	$3,000 Per 500,000 Pages
12.4	Active Directory Integration, Or ADFS Integration	$2,500 Per Year
12.5	API Integration with ICMS	$2,500 Per Year
12.6	Extra cloud Storage	$599 Per TB Per Year
12.7	Archive Storage	$349 Per TB Per Year

13	**Quarter Master**	
13.1	Quarter Master Bronze Quarter master inventory management system including, asset/product attachments, transaction look up/search, printable reports, image storing per record, sock relocation, expiration reminders, and re-order management.	Base Account $6,000 Plus $84 Per Officer Per Year (Minimum 10 Officers)
13.2	Quarter Master Silver Quarter Master Bronze plus Assembly, check in/ out, maintenance module, and kit management.	Base Account $9,000 Plus $96 Per Officer Per Year (Minimum 10 Officers)
13.3	Quarter Master Gold Quarter Master Silver plus online store, maximum allowance, Active Directory Integration, Or ADFS Integration.	Base Account $5,000 Plus $96 Per Officer Per Year (Minimum 10 Officers)
13.4	User-defined fields, ad-hoc reports Allows creating user-defined fields and ad-hoc reporting.	$2,500 Per Year
13.5	Assembly Tracks preassembled equipment composed of multiple	$2,000 Per Year

	designated assets that each need to be individually accounted for and which are moved, assigned, or inventoried as a unit based on a master asset number.	
13.6	Check in/out Allows shift commanders to check items out and back by shift or operation and keeps track of who has it, though responsibility for the equipment is with the pool (district) manager.	$1,500 Per Year
13.7	Maintenance Module Enable maintenance scheduling by asset, ticket management, and collection of detailed parts usage and labor time, including parts inventory.	$3,000 Per Year
13.8	Kit Management Agency sets up a standard kit composed of multiple items and quantities that are issued as a unit, rather than having to scan each item, e.g. for new recruits. Quantities may be deducted from the primary (pick) location and printed as chit to supplier/vendor.	$1,000 Per Year
13.9	Online Store Remote user enters request directly from browser. Warehouse person gets request electronically, prints pick list assembles and checks the items and packages them for delivery or pick up. Issue by scanning pick list barcode.	$4,000 Per Year
13.10	Maximum Allowance Prevent supply technician from issuing more than a set amount of an item to an employee either per transaction or in a year.	$1,000 Per Year
13.11	Active Directory Integration, Or ADFS Integration Single Sign-on (SSO) via Microsoft Active Directory integration with customer existing system.	$2,500 Per Year

14	**Incident Management System (IMS)**	
14.1	Omnigo Rhodium Incident Management System (IMS) Base user annual subscription.	$1,000 Per User Per Year (Minimum 5 Users)
14.2	Omnigo Rhodium Incident Management System (IMS) View only licenses 10 view only licenses for (IMS).	$660 Per Year
14.3	CAD Interfaces Setup One way CAD interface set up and implementation with approved vendor.	$7,500 One Time
14.4	CAD Interface Subscription Annual subscription for one way CAD interface with approved vendor.	$1,500 Per Year
14.5	RMS Interfaces Setup One way RMS interface set up and implementation with approved vendor.	$3,000 Per Year
14.6	RMS Interface Subscription Annual subscription for one way RMS interface with approved vendor.	$750 Per Year
14.7	3rd Party GPS Tracking 3rd Party GPS interface (Radio, AVL, Custom Source) up to 50 tracked assets.	$3,000 Per Year
14.8	GPS Additional Tracked Asset	$60 Per Asset Tracked Per Year
14.9	Omnigo Rhodium Incident Management System Gov. Environment (IMS) Base user annual subscription	$1,300 Per User Per Year (Minimum 5 users)

14.10	Gov. Environment Security Subscription Annual subscription for gov. environment hosting.	$5,000 Per Year
14.11	Omnigo Rhodium View Only License Gov. Environment (IMS) View only licenses 10 view only licenses for (IMS).	$660 Per Year
14.12	CAD Interfaces Setup Gov. Environment One way CAD interface set up and implementation with approved vendor.	$9,750 One Time
14.13	CAD Interface Subscription Gov. Environment Annual subscription for one way CAD interface with approved vendor.	$1,950 Per Year
14.14	RMS Interfaces Setup Gov. Environment One way RMS interface set up and implementation with approved vendor.	$3,900 Per Year
14.15	RMS Interface Subscription Gov. Environment Annual subscription for one way RMS interface with approved vendor.	$975 Per Year
14.16	3rd Party GPS Tracking Gov. Environment 3rd Party GPS interface (Radio, AVL, Custom Source) up to 50 tracked assets.	$3,900 Per Year
14.17	GPS Additional Tracked Asset Gov. Environment	$78 Per Asset Tracked Per Year

Attachment 1
PROJECT ASSESSMENT QUOTATION (PAQ) PROCESS REQUIREMENTS

The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

STEP 1: PAQ REQUEST

The state agency's designated Project Manager will present a written request for each PAQ to the contractor, in a standard format. The state agency's request must explain the scope of the project and the tasks the state agency desires the contractor to perform, including applicable business and technical specifications. In addition, the state agency shall specify the evaluation criteria that shall be utilized to determine the PAQ award. The state agency's PAQ Request should include at a minimum the following information:

Introduction/Overview: Brief description of the project. Information provided to acquaint the contractor with the planned acquisition. In addition, the following information shall be provided:

- state agency name/address
- state agency designated Project Manager name, email, and phone number
- brief title of specific PAQ project
- PAQ issue date
- PAQ Response Due Date

Background: A description of how the project came to be, a description of why the project is being pursued, and how it relates to other projects. Summarization of any statutory authority or regulations affecting the overall requirement; and identification of any background materials attached to the PAQ. Also to be provided is any information pertaining to the state agency's business environment such as identification of hours of operation, as well as, the state agency's technical environment specific to the PAQ project which describes the technological infrastructure, systems, and programs operant within the organization.

Objectives: Specific objectives that the PAQ project will achieve. This section should provide a concise overview of the contract effort goals and objectives; and how the results or end products will be used.

Requirements/Tasks: Listing of specifications/performance requirements, standards, locations, tasks, deliverables, schedule, and assumptions. This section defines the tasks that the contractor must complete for the PAQ project. This section should provide a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks must be clearly stated and must be quantifiable.

Deliverables: This section should clearly state what the contractor must deliver. If different tasks have different delivery requirements, they must be clearly identified along with times within which the contractor must deliver. A description of the acceptance criteria as well as what documentation the contractor must obtain from the state agency to verify the state agency's receipt and approval of the deliverable work product.

Government Furnished Property: This section should identify any government-furnished property provided to the contractor such as equipment, on-site work space, software tools, remote access, or specific data/information.

Security Requirements: This section should identify any unique security requirements associated with PAQ performance (when applicable). These requirements may include, but are not limited to, such items as: Special pass or identification requirements; Special security clearance requirements; or special escort requirements.

Place of Performance: This section should identify where the contractor's staff will be performing their work (on-site at the state agency's facility(ies), off-site at the contractor's facility(ies), combination thereof, etc).

STEP 2: PAQ RESPONSE

The contractor must respond (within a prescribed number of days as stated within the PAQ Request by the state agency) to each such PAQ request from the state agency's designated Project Manager with a PAQ Response which provides a statement of firm, fixed cost for the project, and technical/service solution to fulfill the PAQ Request. The contractor's PAQ Response should include at a minimum the following:

Project Overview: Statement of the contractor's understanding of the PAQ project and the business/technical needs of the project.

Resources: A description of the contractor's resources that shall be provided to fulfill the PAQ project to include but not limited to: human resources to be provided, facility/equipment/supply resources, etc. a description of the minimum qualifications for an individual with a human resource job classification category (i.e., database architect, programmer, etc) outlining the skills, experience and knowledge/education of the staff being offered for the PAQ project.

Approach/Methodology: A description of how the contractor will specifically go about completion of the work for the PAQ project. This description should include:

- Project Management Plan, project tracking and reporting the progress of the project, etc.
- A Work Breakdown Structure (WBS) to include a listing of the state agency's responsibilities,
- Functional definition of requirements that outlines how the services and/or features shall operate, look, and complete tasks for each PAQ requirement, specification, task. This description should describe how the requirements/specifications will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied by the contractor's solution for the PAQ project.
- Change Control Plan,
- Issue Tracking Plan,
- Assumptions, and
- Quality Assurance (QA) Plan: A description should be included of the contractor's QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

Cost Response: Firm, fixed price(s) per deliverable to fulfill the PAQ Project, which at the sole discretion of the state agency may require inclusion of a 10% payment holdback for which the total firm, fixed price for all deliverables is $75,000 or greater. All travel-related expenses must be included within the firm, fixed deliverable price. No separate or additional reimbursement shall be made for travel related expenses.

- The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall not charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the awarded PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).

- Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.

- PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the state agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).

STEP 3: APPROVAL OF DRAFT PAQ

The awarded contractor and the state agency's designated Project Manager must indicate mutual acceptance of the PAQ project by signing and dating the PAQ Response document. The state agency's designated Project Manager (1) must retain one signed copy; (2) must forward a copy of the awarded PAQ to the Division of Purchasing for inclusion in the contract file; and (3) must send one copy of the signed and awarded PAQ to the contractor.

STEP 4: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

An approved awarded PAQ alone does not constitute an authorization to proceed with project work. In accordance with paragraph 2.1 of the contract document before providing work on any project, the contractor must receive a properly authorized Purchase Order except the state agency may authorize an obligation of up to $3,000.00 pursuant to the terms of the contract without the official encumbrance of funds (i.e. without the issuance of a properly authorized Purchase Order). Project work shall include the contractor's completion of the tasks identified in the awarded PAQ.

STEP 5: FORMAL ACCEPTANCE

Upon the completion of all project work of a given PAQ, the contractor must notify the state agency's designated Project Manager in writing and shall submit an invoice in accordance with the PAQ deliverable compensation requirements as described in the awarded PAQ document. The state agency's designated Project Manager shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time / WBS outlined in the PAQ. Once the PAQ project work has been formally accepted by the state agency, the contractor shall deliver the source code materials (if applicable) pertaining to the PAQ project work to the state agency within five (5) business days.

STEP 6: COST RECOVERY FOR CONTRACTOR

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the state agency's designated Project Manager in accordance with the deliverables for compensation outlined in the PAQ.

GENERAL REQUIREMENTS

1. The contractor shall submit PAQ responses in a timely manner – typically 10 working days.

2. Prior to the PAQ response due date, it shall be the contractor's responsibility to ask questions, request changes or clarification. Any and all communication from contractors regarding specifications, requirements, competitive PAQ process, etc., must be directed to the state agency contact listed on the PAQ request document.

3. The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify the contractor of any amendment or cancellation.

4. The state agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.

5. The contractor shall not be paid for the preparation of the PAQ response.

6. A PAQ Request, PAQ Response, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.

7. Any changes to the PAQ, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the awarded PAQ. The format of PAQ revisions shall be consistent with the format of the awarded PAQ as outlined above, including the distribution of the original to the Division of Purchasing, a copy to the contractor and retaining a copy for the agency's designated Project Manager. No oral or informal (e.g. by e-mail) amendments, representations or agreements to modify the PAQ shall be enforceable.

8. The state agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the state agency, without penalty or recourse, by giving written notice to the contractor at least ten (10) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency's designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive compensation at contract agreed upon prices for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.

9. The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.

10. Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the state agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon deliverables for compensation for the contractor's project work (as specified in applicable Project Assessment Quotation).

11. Payment Holdback: At the sole discretion of the state agency, for any project for which the total firm, fixed price for all deliverables is $75,000 or greater, the state agency may require ten percent (10%) of the project costs to be held back by the state agency and shall be paid to the contractor upon final acceptance by the state agency of the entire PAQ project completion and receipt by the state agency of an accurate invoice for the final deliverable. Payment holdback provisions described herein shall not be construed as a penalty.

    The state agency may impose a payment holdback at its sole discretion when:

    - The contractor fails to fulfill the mandatory requirements of the PAQ resulting in a deliverable being considered non-compliant with the PAQ requirements and the contractor fails to correct and resolve the issue within ten (10) business days or other timeframe as agreed to in writing by the state agency's Project Manager; or

    - The contractor fails to provide the state agency with an accurate invoice for all successfully completed and accepted deliverables for a PAQ project within forty-five (45) days after state agency acceptance of the deliverables.

12. If the PAQ project is canceled by the state agency due to reasons not attributable to the fault of the contractor prior to completion of the project, all payment holdback amounts retained by the state agency for the completed and accepted deliverables for that particular PAQ project shall be returned to the contractor.

EXHIBIT
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that ___________________ (Company Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ❒ I am a self-employed individual with no employees; **OR**
- ❒ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____________ (Company/Individual Name) is awarded a contract for the services requested herein, and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, ___________________(Company Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the __________________________() with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name (if applicable)	Date

EXHIBIT, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that ____________________ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

______________________________ Authorized Business Entity Representative's Name (Please Print)	______________________________ Authorized Business Entity Representative's Signature
______________________________ Business Entity Name	______________________________ Date
______________________________ E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ❒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ❒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ❒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now ________________________ (Name of Business Entity Authorized Representative) as ______________ (Position/Title) first being duly sworn on my oath, affirm _________________ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____________ of ___________________. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of ________________, State of
(NAME OF COUNTY)

_______________________, and my commission expires on _________________.
(NAME OF STATE) (DATE)

Signature of Notary	*Date*

EXHIBIT, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Omnigo Software, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: MO DPS____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _06/13/2017

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: ___________________
(if known)

Richard DeFrancisco	DocuSigned by: Richard J DeFrancisco 4C164255161C4D2
Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
1206430	Compliance@omnigo.com
E-Verify MOU Company ID Number	E-Mail Address
Omnigo software, LLC	10/25/2021
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

______________________	______________________
Buyer	Date

EXHIBIT
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Omnigo Software, LLC	#080950386
Company Name	DUNS #
Richard DeFrancisco	Chief Executive Officer
Authorized Representative's Printed Name	Authorized Representative's Title
DocuSigned by: Richard J DeFrancisco 4C164255161C4D2...	10/25/2021
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION EXHIBIT

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services "unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel."

Exceptions: The statute provides two exceptions for this certification: 1) "contracts with a total potential value of less than one hundred thousand dollars" or 2) "contractors with fewer than ten employees." Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

> **Company -** any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.
>
> **Boycott Israel** and **Boycott of the State of Israel -** engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A:	To be completed by any vendor that does not meet the definition of "company" above, hereinafter referred to as "Non-Company."
BOX B:	To be completed by a vendor that meets the definition of "Company" but has less than ten employees.
BOX C:	To be completed by a vendor that meets the definition of "Company" and has ten or more employees.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION EXHIBIT, continued

BOX A – NON-COMPANY ENTITY

I certify that ____________________ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Entity Name	Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that ____________________ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Company Name	Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that __Omnigo software, LLC__________________ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Richard DeFrancisco	DocuSigned by: Richard J DeFrancisco 4C164255161C4D2...
Authorized Representative's Name (Please Print)	Authorized Representative's Signature
Omnigo	October 25, 2021 | 6:42:30 PM CDT
Company Name	Date

EXHIBIT
MISCELLANEOUS INFORMATION

Executive Order 04-09: Products and/or Services Manufactured or Performed Outside United States: If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes ____	No X
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp)	Yes ____	No ____
If YES, mark the appropriate exemption below, and provide the requested details: ____ a. Unique good or service. • EXPLAIN:____________________ ____ b. Foreign firm hired to market Missouri services/products to a foreign country. • Identify foreign country: ____________________ ____ c. Economic cost factor exists • EXPLAIN:____________________ ____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: ____________________		

<u>Registration of Business Name (if applicable) with the Missouri Secretary of State</u>:

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Charter Number (if applicable)	***Company Name***
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise defective may be returned to the contractor without charge. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor may be returned to the contractor without charge.
d. The State of Missouri's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the contractor for any reasonable additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract Upon the occurrence of any such proceeding or appointment, the state reserves all rights available to it under applicable law.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found by a court of competent jurisdiction to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Sharon Steadman (Name of Business Entity Authorized Representative) as HR Generalist (Position/Title) first being duly sworn on my oath, affirm Omnigo Software (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Omnigo Software (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Sharon Steadman
Authorized Representative's Signature

Sharon Steadman
Printed Name

HR Generalist
Title

10/26/2021
Date

sharon.steadman@omnigo.com
E-Mail Address

1206430
E-Verify Company ID Number

Subscribed and sworn to before me this 26th (DAY) of October 2021 (MONTH, YEAR). I am commissioned as a notary public within the County of Denton (NAME OF COUNTY), State of Texas (NAME OF STATE), and my commission expires on 2/10/2024 (DATE).

Stephanie Thomas
Signature of Notary

10/26/2021
Date

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE THOMAS
Notary Public, State of Texas
Comm. Expires 02-10-2024
Notary ID 130501134

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Omnigo Software (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1206430

Approved by:

Employer	
Omnigo Software	
Name (Please Type or Print) Airlea Tidwell	Title
Signature Electronically Signed	Date 06/13/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/13/2017

Company ID Number: 1206430

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Omnigo Software
Company Facility Address	10430 Baur Boulevard Saint Louis, MO 63132
Company Alternate Address	
County or Parish	SAINT LOUIS
Employer Identification Number	431507250
North American Industry Classification Systems Code	511
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number: 1206430

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

WISCONSIN	1 site(s)

Company ID Number: 1206430

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Christina Norris
Phone Number	(314) 997 - 5336 ext. 5202
Fax Number	
Email Address	tina.norris@omnigo.com

Name	Cathy Payne
Phone Number	(800) 814 - 4843 ext. 6262
Fax Number	
Email Address	cathy.payne@omnigo.com

Page intentionally left blank

Prepared By: Jill Zimmerman
Preparer Email: jill.zimmerman@omnigo.com
Quote Number: Q-55100-1
Created Date: 7/31/2025, 10:58 AM
Offer Valid Through: 12/5/2025
Subscription Term (Months): 12
Subscription Start Date: 12/20/2025

Omnigo Software, LLC
111 West Port Plaza 6th Floor
St. Louis, MO 63146 US
www.Omnigo.com
Phone: (800) 814-4843

Bill To
CHRISTIAN COUNTY SHERIFF'S OFFICE (MO)
Colton Craig
coltonc@christiancountysheriff.net
110 W. Elm Street, Room 70
Ozark, Missouri 65721
United States

Ship To
CHRISTIAN COUNTY SHERIFF'S OFFICE (MO)
110 W. Elm Street, Room 70
Ozark, Missouri 65721
United States

PRODUCT	DESCRIPTION	QTY	TOTAL SALE PRICE*
ITI - Web RMS	Web based RMS system compatible with Windows, Android, and iOS	50.0	$35,392.50
ITI NCIC - Missouri	ITI NCIC - Missouri	1.00	$2,548.26
ITI - Civil Process	Civil Process	1.00	$1,840.41
ITI NIBRS - Missouri	ITI NIBRS - Missouri	1.00	$0.00
ITI RMS - Racial Profile MO	Missouri specific Racial Profile	1.0	$0.00
ITI RMS - Accident Electronic Submission Missouri	RMS - Accident Electronic Submission Missouri	1.0	$0.00
ITI RMS - E-Ticket	RMS - E-Ticket	1.00	$0.00
ITI RMS - Alcohol Influence Report (MO)	RMS - Alcohol Influence Report (MO)	1.00	$0.00
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support	1.0	$0.00
ITI - Base Framework	ITI core framework. Includes communications module and query module	1.0	$0.00
			$39,781.17

**Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.*

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term. This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or State of Missouri Contract Number CT212200001.

Signature: ______________________ **Signature Date:** ______________________

Name (Print): ______________________ **Title:** ______________________

Is a PO required for purchase? ______________________ **PO Number, if issued:** ______________________

Omnigo Software, LLC
111 West Port Plaza 6th Floor
St. Louis, MO 63146 US
www.Omnigo.com
Phone: (800) 814-4843

Prepared By: Jill Zimmerman
Preparer Email: jill.zimmerman@omnigo.com
Quote Number: Q-55340-1
Created Date: 8/6/2025, 10:47 AM
Offer Valid Through: 12/5/2025
Subscription Term (Months): 12
Subscription Start Date: 12/20/2025

Bill To
CHRISTIAN COUNTY SHERIFF'S OFFICE (MO)
Colton Craig
coltonc@christiancountysheriff.net
110 W. Elm Street, Room 70
Ozark, Missouri 65721
United States

Ship To
CHRISTIAN COUNTY SHERIFF'S OFFICE (MO)
110 W. Elm Street, Room 70
Ozark, Missouri 65721
United States

PRODUCT	DESCRIPTION	QTY	TOTAL SALE PRICE*
ITI - Jail Management (JMS)	Specify # of jail beds	97.00	$23,070.48
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support	1.0	$0.00
ITI - JMS Homewav Inmate Synchronization	JMS Homewav Inmate Synchronization	1.00	$1,814.99
ITI - JMS Keefe Supply - Commissary	JMS Keefe Supply - Commissary	1.00	$1,814.99
ITI - JMS Appriss Vine	JMS Appriss Vine (MO)	1.00	$2,574.00
ITI - JMS Brooks Jeffrey	JMS Brooks Jeffrey	1.00	$2,574.00
ITI - Base Framework	ITI core framework. Includes communications module and query module	1.0	$0.00
			$31,848.46

**Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.*

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term. This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or State of Missouri Contract Number CT212200001.

Signature: ____________________ **Signature Date:** ____________________

Name (Print): ____________________ **Title:** ____________________

Is a PO required for purchase? ____________________ **PO Number, if issued:** ____________________

Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

November 20, 2025

Omnigo Software, LLC
111 West Port Plaza 6th Floor
St. Louis, MO 63146
Attn: Jill Zimmerman
Jill.Zimmerman@omnigo.com
866-421-2374 x1095

The Christian County Commission voted in session today to renew the contract for Records Management System Software to Omnigo Software, LLC.

The terms and conditions of this contract are governed by the State of Missouri's contract #CT212200001.

This contract is effective December 20, 2025, through December 19, 2026.

Your point of contact will be Sheriff Brad Cole. Sheriff Cole can be reached at 417-582-5330 or bcole@christiancountysheriff.net.

______________________	______________________	______________________
Johnny Williams Western Commissioner	Lynn Morris Presiding Commissioner	Bradley A. Jackson Eastern Commissioner
______________________	______________________	______________________
Date	Date	Date

A. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms. The bidder is responsible for examining and reviewing projects and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal.
The bidder is responsible for providing all the required documents requested in this RFP.

Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other types of material to make sure such documents do not include other terms and conditions that conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of a conflict between any of the vendor's terms and conditions and those contained in this agreement, this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

A binding contract shall consist of (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal, and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the parties' complete agreement, and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Purchasing Agent. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by the Purchasing Agent prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reasons simply for unprofitability to the vendor.

Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

Non-Exclusivity:

The Contract is non-exclusive and shall not preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the County.

Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated that 25 various offices and departments require separate billing (if applicable to bid products offered). The vendor shall provide the department with invoices and statements of accounts monthly, noting any amounts and past-due invoices.

Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.
Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.
If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

Management of Materials:

The vendor agrees and understands that as the needs of the County change, the County will notify the vendor of those changes. If requested by the County, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost. With such a request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Purchasing Agent and/or Christian County Commissioners. The decision to adjust the cost by Christian County shall be final and without recourse.

STANDARD TERMS AND CONDITIONS

Schedule:

The vendor shall ensure that services are performed to minimize any interference, annoyance, or disruption to the operations of Christian County. In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following the determination of such. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identifying the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records have been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues that arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements; the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

MISSOURI BUSINESS LICENSE:

All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult Missouri Business Filings (mo.gov)

INSURANCE:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, the vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least **$3,500,000.00** and for any one person in a single accident or occurrence of at least $500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or $1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as **Additional Insured**. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

BONDS:

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

PERFORMANCE BOND, AND A LABOR AND MATERIALS BOND:

For all Job Orders with a Job Order Price of $50,000 or more the Contactor shall provide a Performance Bond and a Labor and Materials payment Bond each in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the County with no variations, additions, or deletions. The cost for such bonds shall be reimbursed to the Contractor as a reimbursable task. Provided, however, the County will not reimburse the Contractor more than 2% of the Job Order Price for the cost of bonds. The Contractor shall submit documentation acceptable to the Authority, establishing the cost of bonds. To compensate the Contractor for the JOC System License Fee, the cost of all reimbursable tasks will have an adjustment of 1.0667 applied.

PERFORMANCE BOND, AND A LABOR AND MATERIALS PAYMENT BOND: (If the project exceeds $50,000.00) The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the County and on the forms approved by the County. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the County's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover the full and faithful performance of the contract in the event of Change Orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the County shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the County. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $50,000.00 must be listed in United States Treasury Circular 570.

Prevailing Wage: (For all Job Orders with a Job Order price of $75,000 or more) All labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 31, Section 039, Greene County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo.), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed. The Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the County stating that he has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the County to the Contractor until the affidavit is filed in proper form and order with the County. (Section 290.290 and 290.325, RSMo.) The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full-time that any worker is employed on the job. (Section 290.265, RSMo.) It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered. The Contractor shall submit to the Construction Inspector monthly certified copies of payrolls including any subcontractors that may be working that month. If Davis-Bacon is in effect, certified payroll reports must be submitted weekly. The Contractor will forfeit a penalty to the County of Christian of $100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo.). In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the County of Christian within thirty (30) days of receipt of payment. (Section 290.095, RSMo.) All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., RSMo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. Christian County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award. Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to $500.00 and up to six months imprisonment for each day there is a violation.

Safety Training Requirement: The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to Christian County of $2,500.00 plus an additional $100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo

Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-aday notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

Determination for Award:

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this RFP/ITB.

The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

Protesting bid award:

A bid award protest must be submitted in writing and must be received by the County within ten (10) calendar days after the date of the award. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

Suspension or Debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions, and requirements of a contract/purchase order.

Violating any federal, state, or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to County offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the Purchasing Agent and/or County Commission for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the County or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the Purchasing Agent and/or County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

B. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it , "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request.

C. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He/she is responsible for any errors therein. Claim of oversite is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to **1 minute before the bids are due** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

D. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for the proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

E. REQUIRED AFFIDAVIT FOR CONTRACTS OVER $5000 DOLLARS (US)

Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.
Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over $5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU).

F. NON-DISCRIMINATION ASSURANCE

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars ($100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.

- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions 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 County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

G. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See http://dor.mo.gov/business/register/or call (573) 751-0459.

H. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO (if applicable), Request for BAFO, Addenda to RFP/ITB, RFP/ITB, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award Letter accepting the BAFO or Response to RFP and the parties sign the Agreement.

NOTE: EXCEPTIONS IN THE RFP/ITB WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

All contracts MUST be approved by the County Commission.

Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to a Request for Proposal.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

END OF SECTION

CHRISTIAN COUNTY BIDDER RESPONSIBILITIES/TERMS AND CONDITIONS

A. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for knowing ~~having familiarized himself with~~, and will comply with the content of ~~the~~ all contract documents, including but not limited to, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances. Failure to do so shall give the County, ~~in~~ at the County's sole discretion, the right to terminate the contract, without penalty.

Unless otherwise specified, it is the bidder's responsibility to include all charges for any and all matters pertaining or related to the bid, including but not limited to, packing, delivery, installation, demolition, repairs, etc. ~~(unless otherwise specified)~~ and provide them to the Christian County department identified in the Invitation to Bid ("ITB") and/or Request for Proposal ("RFP") and ship them as FOB Destination. The bidder is responsible for providing all required documents requested in the ITB or the RFP.

When requested, the delivery date shall be stated on definite terms~~,~~ as it will be taken into consideration in awarding the bid. When applicable, prices must be stated in ~~the~~ specified units of quantity and be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid ~~specifications~~. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.

The bidder is responsible for examining and reviewing the project's requirements and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal. It is the bidder's responsibility to submit the proposal on or before the deadline stated in ~~this~~ the bid~~,~~ using the proper forms.

NO BID TRANSMITTED BY FAX MACHINE OR E-MAIL WILL BE ACCEPTED.

B. TERMS AND CONDITIONS

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other types of material to make sure such documents do not include other terms and conditions that conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of a conflict between any of the vendor's terms and conditions and those contained in this agreement, this agreement shall govern. *Taking exception to Christian County's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.*

A binding contract shall consist of (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal, and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order." All exhibits and attachments included in the RFP or bid invitation shall be incorporated into the contract by reference. The contract expresses the parties' complete agreement, and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

1. Electronic Bidding

Effective May 2023, Christian County moved to an online electronic bidding system. All bids meeting the requirement of RSMo 50.783 over $12,000, should be solicited through the new online electronic bidding portal on the County Commission Purchasing website, unless the Purchasing Agent, at his or her discretion, makes a ~~deems~~ ~~an~~ written exception to this requirement.

The County's Online Sourcing Application displays the time remaining for each bid ~~event~~. This is the County's Official Time remaining ~~for the sourcing event~~. No other time clock, timing device and/or timing instrument, regardless of reputation, will be considered.

The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations, some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining displayed.

The County's Online Sourcing Application allows users to view the remaining time in their native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for their company and website users.

2. Employee Bidding/Conflict of Interest

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflicts of interest. If the vendor or any owner or executive of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- The percentage and nature of ownership interest in the vendor's organization held by an elected or appointed official or employee of Christian County or a political subdivision thereof. Please also include the title of a managerial or executive role with the vendor (~~i.e.~~e.g., Chief Executive Officer, President, member of the Board of Directors, etc.).

3. Independent Contractor

The vendor is an independent contractor and shall not represent, suggest and/or imply that the vendor or the vendor's employees are ~~to be~~ employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc. for the vendor's employees or agents.

4. Substitutions

The vendor shall not substitute any item(s) without the prior written approval of the Purchasing Agent. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must replace ~~be a replacement of~~ the contracted item with a product of equal or better capabilities and quality, and at equal or lower pricing. The vendor acknowledges that Christian County reserves the right to allow or refuse the substitution of any new or different product/system offered by the vendor. Christian County shall ~~be~~ have the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by the Purchasing Agent prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reasons, even if such substitution is unprofitable for ~~to~~ the vendor.

5. Replacement of Damaged Product

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

6. Non-Exclusivity

The Contract is non-exclusive and shall not preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors.

Christian County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

The County may make single or multiple awards from a single solicitation document when such awards are in the best interest of the County. The County also reserves the right not to award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered non-exclusive. The County reserves the right to purchase from other vendors.

7. Indemnification and Immunity

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, liens, demands or actions, cross-claims and third-party claims or claims for contribution or indemnity, damages, losses and expenses (including but not limited to attorney's fees) arising from, out of, or by reason of any act or failure to act, ~~negligent or otherwise,~~ of Contractor, ~~of~~ any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontract for part of the services), ~~of~~ anyone directly or indirectly employed by Contractor or ~~by~~ any subcontractor, or ~~of~~ anyone for whose acts the Contractor or its subcontractor(s) may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence, willful misconduct and/or gross recklessness or negligence.

Vendor acknowledges that Christian County is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this document constitute or be construed as a waiver or limitation of its rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutions.

8. Taxes

Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts ~~the~~ Christian County from them.

9. Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721, or may be emailed to invoices@christiancountymo.gov**. It is estimated that 25 various offices and departments require separate billing (if applicable to bid products offered). The vendor shall provide the department with invoices and statements of accounts monthly, noting any amounts and past-due invoices. Invoices should be delivered with the materials and packing slip. Payment will be made within approximately 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever, including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

10. Return of Goods

Christian County may cancel any purchase at any time for a full credit.

11. Management of Materials

The vendor agrees and understands that as the needs of the County change, the County will notify the vendor of those changes. If requested by the County, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost. With such a request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Purchasing Agent and/or Christian County Commissioners. The decision to adjust the cost by Christian County shall be final and without recourse.

12. Schedule

The vendor shall ensure that services are performed to minimize any interference, annoyance, or disruption to the operations of Christian County. In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor. The vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for acquiring all permits, paying all fees and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor/vendor.

13. Services

The vendor agrees, when and where applicable, to provide a detailed description of the services to be provided, including any additional detailed information about the services relevant to the performance of those services. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor.

14. Reporting Requirements

On a monthly basis, when and where applicable, the vendor shall submit a report to Christian County for each County building site, identifying the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records have been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues that arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County government to have access, for the purpose of auditing or examination, ~~to~~ any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

15. Liquidated Damages

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commission's approval is considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements; the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian

County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

16. Missouri Business License

All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of ~~this~~ the solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult Missouri Business Filings (mo.gov)

17. Insurance Requirements

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her/its performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, the vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least **$3,500,000.00** and for any one person in a single accident or occurrence of at least $500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or $1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as **Additional Insureds**. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured. ~~and~~ This form of insurance must be approved in writing by the County Commission in advance.

18. Bonds

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

19. Performance Bond, and a Labor and Materials Bond

For all Job Orders with a Job Order Price of $50,000 or more, the Contractor shall provide a Performance Bond and a Labor and Materials payment Bond, each in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the County with no variations, additions, or deletions. The cost for such bonds shall be reimbursed to the Contractor as a reimbursable task. Provided, however, the County will not reimburse the Contractor more than 2% of the Job Order Price for the cost of bonds. The Contractor shall submit documentation acceptable to the Authority~~,~~ establishing the cost of bonds. To compensate the Contractor for the JOC System License Fee, the cost of all reimbursable tasks will have an adjustment of 1.0667 applied.

The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the County and on the forms approved by the County. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the County's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover the full and faithful performance of the contract in the event of Change Orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the County shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the County. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $50,000.00 must be listed in United States Treasury Circular 570.

20. Prevailing Wage

(For all Job Orders with a Job Order price of $75,000 or more) All labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 31, Section 039, Christian County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo.), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed. The Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the County stating that he/she/it has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the County to the Contractor until the affidavit is filed in proper form and order with the County. (Section 290.290 and 290.325, RSMo.) The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full-time that any worker is employed on the job. (Section 290.265, RSMo.) It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered. The Contractor shall submit to the Construction Inspector monthly certified copies of payrolls including any subcontractors that may be working that month. If Davis-Bacon is in effect, certified payroll reports must be submitted weekly. The Contractor will forfeit a penalty to the County of Christian of $100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo.). In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the County of Christian within thirty (30) days of receipt of payment. (Section 290.095, RSMo.) All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., RSMo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. Christian County hereby notifies all bidders that it will affirmatively ensure that ~~in~~ for any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award. Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work ~~on a project~~, and in criminal fines of up to $500.00 and up to six months imprisonment for each day there is a violation.

21. <u>Safety Training Requirement</u>

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to Christian County of $2,500.00 plus an additional $100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo.)

22. <u>Excused Performance</u>

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and/or acts of God, shall not constitute a breach of this agreement.

23. Canceling Service

The Christian County Commission reserves the right to discontinue service at any time by giving ~~a~~ 30-days notice. The vendor shall agree to terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

Christian County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In the event of a delay, the Contractor must notify the Purchasing Department.

24. Default

In case of default by the Contractor, the County of Christian will procure the goods or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

25. Minimum and Maximum

Unless specifically stated in the bid document, there are no minimum or maximum quantities guaranteed for this contract.

26. Declaration Page

With the introduction of ebidding, a Declaration Page is requested of all bidders. By signing the declaration page, the vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices quoted in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission, or upon the Commission's issuance of a Notice of Award, a binding contract shall exist between the vendor and Christian County. An authorized Company representative's signature is required to confirm understanding of this statement.

27. Determination for Award

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered ~~to be~~ the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this RFP/ITB.

The County reserves the right, in the best interest of Christian County, Missouri, to accept or reject any part or parts of all bids, to waive any minor informality or irregularity in a bid, waive technicalities, make multiple vendor awards based on the needs of the County, and to select the offer deemed most advantageous to the County. Christian County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.

Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved as to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

28. Ownership

The County of Christian, Missouri, expressly denies responsibility for, or ownership of any item purchased until the same is delivered to the County and is accepted by the County.

All specifications, drawings, and copies thereof furnished by Christian County shall remain its property.

Any designs, drawings, specifications notes and other record documents developed as a result of the award of this ITB/RFP shall become the sole property of Christian County of Ozark, Missouri, and may be used on any other design or construction and be utilized in future Bids issued by Christian County of Ozark, Missouri.

29. Contract Documents

The Contract Documents shall be governed by the laws of the State of Missouri.

30. Protesting bid award

A bid award protest must be submitted in writing and must be received by the County within ten (10) calendar days after the date of the award. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate, and the (E) remedy they seek.

31. Suspension or Debarment of Vendor

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all-inclusive, but shall serve as a guideline for vendor discipline and business ethics:

- Failure to perform in accordance with the terms, conditions, and requirements of a contract/purchase order.

- Violating any federal, state, or local law, ordinance or regulation in the performance of a contract/purchase order.
- Providing false or misleading information on an application, in a bid, or in correspondence with County offices.
- Failure to honor a bid for the length of time specified.
- Failure to deliver as guaranteed.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include the procurement of goods or services equal to or in excess of $100,000.

Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. Vendors further certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Failure to certify will render the bidder non-responsive and will not be considered for award.

32. Communication

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the Purchasing Agent and/or County Commission is strictly prohibited but particularly when done for the purpose of influencing the award of a contract.~~; or~~ The giving of gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the County or to any evaluator of bids/proposals is prohibited except where it is an exchange of gifts between family members. All vendors will disclose immediately the names of any family members who are Christian County personnel. Family members of vendors who are bidding to provide goods or services shall not be involved in the bid evaluation process.

33. Anti-Collusion:

Colluding with others to restrain competition is strictly forbidden as is employing unethical or illegal means to obtain~~ing~~ information~~, by whatever means, related to a proposal~~ submitted by a competitor ~~in response to a request for proposal~~ ~~in order to~~ for the purpose of obtaining an unfair advantage during the negotiation process.

~~Contacting bid evaluators or any other person who may have influence over the award, without authorization from the Purchasing Agent and/or County Commission for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the County or to any evaluator of bids/proposals.~~

The vendor may appeal suspension or debarment by submitting a written request to the Purchasing Agent and/or County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. Based on this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final, and all parties will be notified.

34. Proprietary Information:

Pursuant to Section 610.021.15 RSMo., Christian County may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it, "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request. The decision as to whether a record is closed or public is solely at the discretion of the Christian County Commission.

35. Errors in Proposals:

Each bidder must carefully examine his/her/its proposal prior to submission. Failure to do so is at the bidder's risk. He/she/it is responsible for any errors therein. A claim of oversight is not a basis for permitting the withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to one **(1) minute before the bids are due** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

36. Conditions Affecting Work:

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relive the bidder of his responsibility for proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract documents, including addenda.

A. REQUIRED AFFIDAVIT FOR CONTRACTS OVER $5000 DOLLARS (US)

Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.

Bidders shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over $5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU).

B. NON-DISCRIMINATION ASSURANCE

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars ($100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.

- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions 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 County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

C. TRANSIENT EMPLOYER LAW

Any nonresident or foreign company who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County regarding the transient employer law. Questions? See http://dor.mo.gov/business/register/or call (573) 751-0459.

D. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract documents. The Contract documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO (if applicable), Request for BAFO, Addenda to RFP/ITB, RFP/ITB, and the proposal (but not the exceptions). There will be no BAFO or Request for BAFO if Christian County accepts the Response to the RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award Letter accepting the BAFO or Response to RFP, and the parties sign the Agreement.

NOTE: EXCEPTIONS IN THE RFP/ITB WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

A majority of the County Commission MUST approve all contracts.

END OF SECTION

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: ______________________________
Lynn Morris, Presiding Commissioner

By: ______________________________
Bradley A. Jackson, Eastern Commissioner

By: ______________________________
Johnny Williams, Western Commissioner

ON-CALL OWNER REPRESENTATIVE - MASTER AGREEMENT

DATE: November 20,, 2025

OWNER: Christian County, Missouri
202 W. Elm Street
Ozark, Missouri 65721

OWNER REPRESENTATIVE (hereinafter NAVIGATE):
NAVIGATE Building Solutions, LLC
8419 Manchester Road
St. Louis, MO 63144

Cooperative Purchasing Agreement:
The Interlocal Purchasing Systems (TIPS): NAVIGATE Vendor #8613, Contract #240601 (KC)

PROJECT(s) (hereinafter Project)
As defined by each Task Order and authorized by the Owner.

SCHEDULE:
This master agreement is in effect from the date of origination until September 15, 2029 and may be extended by written authorization of the Owner. The schedule for services shall be defined by each Task Order.

SCOPE OF OWNER REPRESENTATIVE'S SERVICES:
For each Task Order NAVIGATE shall, in general, have primary management responsibility for the Project and shall coordinate all Project matters. As such, NAVIGATE shall serve as the Owner's Principal point of contract and liaison between the Architect, Engineers, Contractors and other consultants/vendors throughout each Project. NAVIGATE shall advocate for the Owner's interests in quality, timely and cost-sensitive design and construction while maintaining professional relationships with contractors.

NAVIGATE shall perform those specific services as defined by Task Order which may include some or all services identified on Exhibit B – Scope of Services.

OWNER'S RESPONSIBILITIES
The Owner shall identify a single representative authorized to act on the Owner's behalf with respect to the Project.

NAVIGATE is not providing the services of an Architect, Engineer, attorney, insurance agent or construction contractor under this Agreement. As such, the Owner shall retain all professional design consultants, architects, engineers, legal support and construction contractors required for the Project(s). In the role of Owner Representative, NAVIGATE does not assume any responsibility for design errors/omissions, preliminary project estimates or work performed by the design professionals, legal support and/or contractors contracted by the Owner.

The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

NAVIGATE makes no representations, warranties or promises of any kind with regard to whether or not the Project is eligible for receipt of incentives, grants, reimbursements or any other kind of monetary relief or assistance from any federal, state, local or other governmental agency. NAVIGATE shall be paid for its services regardless of whether the Owner receives any assistance from governmental agencies.

CLAIMS AND DISPUTES

NAVIGATE shall indemnify and hold harmless the Owner, together with its elected officials, employees, agents, architects and engineers, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of NAVIGATE, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. The parties acknowledge that the Owner is a governmental entity entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the Owner's rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutional Law.

NAVIGATE and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The Owner and NAVIGATE shall endeavor to resolve claims, disputes and other matters in question between them by mediation A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation, they shall litigate the dispute unless otherwise mutually agreed.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers, directors or members shall be subject to personal liability or damages arising out of or connect in any way to a Task Order / Project associated with this Agreement.

Notwithstanding any other provision of this Agreement, Owner agrees that, to the fullest extent permitted by law, NAVIGATE's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through NAVIGATE under this Agreement, shall not exceed the amount of NAVIGATE's Insurance Limits. This limitation of liability shall apply to all phases of NAVIGATE services performed in connection with a Task Order / Project associated with this Agreement, whether subsequent to or prior to the execution of this Agreement.

INSURANCE

NAVIGATE shall provide insurance with the coverage stated below.

a. Commercial General Liability Insurance: $1,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for anyone in a single accident or occurrence.
b. Workers compensation Insurance: Per State Statutory Requirements
c. Automobile Liability Insurance: $1,000,000 for all claims arising out of a single accident or occurrence and $1,000,000 for anyone person in a single accident or occurrence.
d. Professional Liability Insurance: $3,000,000 for each claim.
e. Umbrella Liability Insurance:$3,500,000 for each occurrence and aggregate.

NAVIGATE
BUILDING SOLUTIONS

TERMINATION OR SUSPENSION
If the Owner fails to make payments to NAVIGATE in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at NAVIGATE's option, cause for suspension of performance of services under this Agreement. If NAVIGATE elects to suspend services, NAVIGATE shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, NAVIGATE shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, NAVIGATE shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of NAVIGATE's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends the Project, NAVIGATE shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, NAVIGATE shall be compensated for expenses incurred in the interruption and resumption of NAVIGATES's services. NAVIGATE's fees for the remaining services and the time schedules shall be equitably adjusted.

The Owner may terminate this Agreement, for any reason, upon not less than 60 days' written notice to NAVIGATE. In the event of termination, NAVIGATE shall be compensated for services performed prior to termination plus the cost of all staff assigned to your Project during the sixty-day notice period to cover re assignment costs.

EMPLOYMENT PROVISION
In the event that a NAVIGATE employee is solicited to work in a position as an employee of the Owner, and in the event that the NAVIGATE employee accepts the position of employment with the Owner, the following conditions will apply:

1. NAVIGATE will require a four-week notice period subsequent to the employee's written notice to NAVIGATE, and
2. The Owner will be required to pay an employment and restaffing fee of $90,000 for the employee to NAVIGATE upon receipt of this notice.

If a former NAVIGATE employee shall be hired as an employee within 90 days of leaving NAVIGATE, there shall be a presumption that NAVIGATE employee was solicited to work as an employee of the Owner and the above fees shall be payable to NAVIGATE.

MISCELLANEOUS PROVISIONS
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or NAVIGATE.

Unless otherwise required in this Agreement, NAVIGATE shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

NAVIGATE shall from time to time provide estimates of the Project costs. Any such estimate shall be viewed as a projected cost and not a guaranteed cost.

NAVIGATE shall have the right to include photographic or artistic representations of the design of the Project among NAVIGATE's promotional and professional materials.

NAVIGATE shall not be responsible for the construction means, methods, techniques, sequences or procedures of the contractors, subcontractors or anyone else working on the Project. Other than NAVIGATES's own employees, NAVIGATE shall not be responsible for construction jobsite safety and health and is not administering, monitoring or enforcing any safety programs for the Project.

Any disputes between parties shall be governed by Missouri Law.

COMPENSATION
NAVIGATE shall be compensated a fixed fee amount set by Task Order. The Fixed Fee shall be based upon a mutually agreed upon staffing plan and the competitively established rates defined by NAVIGATE's – TIPS USA Cooperative Agreement.

Payments to NAVIGATE
Payments for services shall be made monthly in accordance with the percentage of work completed for each Phase and/or for time incurred. Payments are due and payable upon presentation of NAVIGATE's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time in the State of Missouri.

The Owner shall not withhold amounts from NAVIGATE's compensation to impose a penalty or liquidated damages on NAVIGATE.

SCOPE OF THE AGREEMENT
This Agreement represents the entire and integrated agreement between the Owner and NAVIGATE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and NAVIGATE.

This Agreement is comprised of the following documents listed below:

1. Exhibit A – Not in use
2. Exhibit B - Scope of Services

______________________ ________	______________________ ________
Signature *Date*	*Signature* *Date*
__________________________	Name __________________________
Member	Title ____________________________
NAVIGATE Building Solutions, LLC.	Christian County, Missouri

Exhibit B

Available Scope of Services

PRE DESIGN SERVICES

Project Feasibility and Need Assessment Review
Facility Maintenance Planning
Control Budget / Schedule Development
Site Evaluation / Selection / Acquisition Support
Consultant Procurement (RFQ, RFP, Contract Development)
Community Engagement, Presentation Development and Outreach
Alternative Approach Consultation
- Design Build
- CM@Risk
- Performance Contracting

Contract Development and Negotiation (design, vendor, contractor)
Rolls and Responsibility Planning

DESIGN PHASE SERVICES

Total Project Management
Project Documentation and Filing
Schedule, Attend, Record Project Meetings
Prepare and Monitor Comprehensive Master Schedule
Prepare Detailed Construction and Phasing Schedules
Procure Long Lead Items - Owner Direct
Prepare Detailed Unit Cost and Qty Estimates
Prepare and Monitor Total Program Budget
Prepare Cash Flow Projections for Financing
Coordinate with Governmental Agencies and Utilities
Assist in Obtaining Building Permits and Special Permits
Provide Constructability Input to Design
Provide VE Opportunities to Design
Review Consultant and Contractor VE Opportunities to Design
Coordinate the Contracting of any Required Owner Direct Vendors
Provide Input Regarding Material/Vendor Availability
Coordinate Furniture Design/Procurement
Coordinate Audio Visual and Security Design/Procurement
Coordinate IT and Phone Design/Procurement
Provide Preliminary Site Logistic / Community Impact Plans
Assist with the development Division 1 Documents
Prepare Strategy for Unit and Alt. Upgrades
Prepare Contingency Strategies for Risk Management
Establish Construction Phase Communication Protocol
- Submittal Reviews
- Testing & Inspections
- Change Management
- Quality Assurance & Safety
- Document Control

Review and Assist with Labor Strategies
Review and Assist with Inclusion (MBE) Strategies
Review and Assist with LEED Certification Process
Review and Assist with Project Advertisement's for Bid
Conduct Bidder Marketing and Project Awareness Initiatives
Facilitate Pre Bid Meetings
Coordinate Bidder Requests for Information
Facilitate Bid Receipt and Documentation
Analyze Bid Results and Second Tier Contracts
Analyze Bonding Strategies Flush Out Hidden Owner Cost/Risks
Analyze Insurance Strategies and Flush Out Hidden Owner Costs/Risks
Analyze/Review/Negotiate Final Contractor Values, Inclusions and Exclusions
Coordinate Permit Receipt and Contractor Mobilization

CONSTRUCTION PHASE SERVICES

Total Project Management
Community Liaison
User Group / Stakeholder Liaison
Project Documentation and Filing
Provide Site Observation and Prepare Site Observation Reports
Direct Management of Owner Direct Purchases
Receive and Process RFI's
Assist with the Development of Solutions for RFI's
Coordinate Document Interpretation
Coordinate Technical Design Problems/Omissions
Coordinate Shop Drawing Review & Approval
Issue Design Change Directives
Administer Change Request Program
Analyze CO Scope/Price from Contractor
Monitor Contractor's QA/QC Program
Monitor Contractor's Schedule Submittals
Review Regulatory Compliance (Building Permit Issues)
Monitor Contractor's Labor Relations Program
Review/Approve Contactor's Payment Applications:
- Review Progress Update
- Review Direct payments
- Review Certified Payrolls/Lien Waivers
- Review Submittal Logs

Prepare Monthly Report
Document Field Activities via Progress Photos
Manage Regular Budget Updates
Manage Regular Schedule Updates
Issue Notice of Non-Conformance
Coordinate and Administer Weekly Project Meetings
Monitor Testing & Inspection Activities
Coordinate & Administer CM/A-E/ Owner Meeting
Monitor Utility Tie-Ins and Relocations
Review Contractor Daily Reports
Coordinate Technical Submittal Process
Prepare Substantial Completion Punch Lists
Prepare Walk-Through and Final Punch Lists
Monitor Final Punch List work
Review Final Completion Submittals:
- Record Drawings from the Field
- Reproducible of Record Drawings
- Equipment Data & Maintenance Manuals
- Consent of Surety
- Final Lien Waivers and Releases
- Guarantees, Warranties and Affidavits

MOVE-IN / START-UP PHASE SERVICES

Coordinate Furniture, Fixture & Equipment Items (FF&E)
Schedule FF&E Deliveries & Coordinate Installation
Prepare Move-In Schedule & Coordinate Activities
Coordinate Testing & Systems Startup
Manage Master Key System
Coordinate Contract Close-Out w/ Contractor
Coordinate Contract Close-Out with Design Professionals
Coordinate Building Operator Training

TASK ORDER NUMBER 01

DATE: November 20, 2025

MASTER AGREEMENT: Owner Representative, On-Call Professional Consulting Services Agreement made between Christian County, Missouri and NAVIGATE Building Solutions, LLC dated November 20, 2025 and utilizing:

COOPERATIVE PURCHASING AGREEMENT:
The Interlocal Purchasing Systems (TIPS):
NAVIGATE Building Solutions Vendor #8613, Contract #240601 – Consulting Services

PROJECTS:
Administration Building Renovation

SCOPE OF SERVICES:

1.0 Preconstruction Phase Services

- 1.1 Review Design Documents for biddability. Provide a report of proprietary items and other design provisions that will negatively impact bid results.
- 1.2 Provide a Roles and Responsibility matrix for all design, construction and post construction activities required to complete the project. This will include a supplementary Low Voltage Coordination Matrix. Review these with the Owner and provide implementation recommendations for Owner directed responsibilities.
- 1.3 Prepare a detailed unit cost and quantity cost estimate. Each Project Cost Estimate shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts and evaluate pricing for alternative building and engineering systems.
- 1.4 In consultation with the Design Team and Owner, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies.
- 1.5 Perform a Constructability Review for Change Order Mitigation.
- 1.6 Attend meetings with the Design Team and Owner to incorporate results of Value Engineering exercise, Biddability Review and Constructability Reviews.
- 1.7 Provide ongoing recommendations to the Owner and Design Team regarding construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget, and Schedule, and possible cost reductions and economies if and when necessary, to reconcile the Project Budget, Program, and Schedule.
- 1.8 Assist the Owner in the development of standard contract terms and conditions.
- 1.9 Coordinate and assist the Design Team in the preparation of bid documents.
- 1.10 Conduct Bid Marketing to maximize local vendor participation.
- 1.11 Assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.12 Collaborate with the Owner’s procurement representative to review bids, prepare analyses and make recommendations to Owner for the award of a contract for the Project.
1.13 Assist with the procurement and coordination of project items not included in the General Contractor Bid Package such as: FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, and other Owner Directly Procured building systems.

2.0 Construction Phase Services
2.1 Provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
2.2 Conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.
2.3 File vendor insurance certificates and surety bonds.
2.4 Make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.
2.5 After Owner awards each Project construction contract and before the Contractor commences work on the site, assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor’s implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.
2.6 Represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
2.7 Manage the processing of change orders, (i) advise Owner concerning the change orders necessity and recommended cost of change orders, and (ii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
2.8 Review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.
2.9 Direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, NAVIGATE shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.
2.10 Coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.
2.11 In conjunction with the Contractor who has prime contractual responsibility, NAVIGATE shall additionally review and advise the Owner concerning the adequacy of the Contractor’s personnel and equipment, and the availability of materials and supplies to meet the Contractor’s schedules in relation to the Project Schedule.

2.12 Enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although NAVIGATE shall not guarantee the performance by Contractor, NAVIGATE shall recommend courses of action to the Owner when Owner or NAVIGATE becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

2.13 Notify the Owner in writing, with photos and supporting documentation if NAVIGATE becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, NAVIGATE shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. NAVIGATE shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which NAVIGATE becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the NAVIGATE shall reject work that does not conform to the requirements of the applicable Contract Documents.

2.14 Advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.

2.15 Attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when NAVIGATE believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

2.16 Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. NAVIGATE will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

2.17 Obtain from Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

2.18 Together with the Owner, NAVIGATE shall monitor and observe the testing and start-up of all utilities, oversee and document systems/equipment training with Owner's Facility Team.

2.19 Complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contacts to achieve final completion of the Project, and/or (iv) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

2.20 Oversee and coordinate all Owner Direct purchases initiated as part of Scope of Work Item 1.14.

NAVIGATE
BUILDING SOLUTIONS

SCHEDULE:

Scope of Preconstruction Services shall be completed within 3 months of this Agreement Date.

Scope of Construction Services shall commence upon the approval of a contractor's contract and end one month after final completion of either project.

COMPENSATION and PAYMENT:

NAVIGATE shall be paid a lump sum fee of $19,490 Preconstruction Services defined in Article 1.

NAVIGATE shall be paid an additional lump sum monthly fee of $12,812 per Month for Construction Services defined in Article 2 starting after approval of the Contractor's Contract.

____________________________	___________	____________________________	_________
Signature	Date	Signature	Date
Name: Todd A. Sweeney		Name: _____________________	
Title: Member		Title: _______________________	
NAVIGATE Building Solutions, LLC.		Christian County, Missouri	

NAVIGATE BUILDING SOLUTIONS

Christian County, Missouri
Project Management Services
Administration Building - Build Out

Preconstruction	**10/1/25 - 2/1/26**
Construction Services	**TBD - By Competitive Bidding**

	Project Director	Project Manager	Estimating	Assistant
Pre Construction Services				
Biddability / Design Review		4		
Roles and Responsibility Planning		4		
Final Design Coordination Meetings	2	8		
Detailed Cost Estimate	4		24	
VE Pricing	4		8	
Total Program Budgeting		4		
Contract and Bid Packaging	2	12		
Constructability and Change Order Mitigation		24		2
Bid Marketing		2		4
Pre Bid Meeting		4		
Post Bid Meetings		8		
Post Bid Evaluation and Contract Development Support	1	8		
Total Hours	**13**	**78**	**32**	**6**
Rate	$210.96	$150.54	$141.82	$77.89
Sub Total	$2,742.48	$11,742.12	$4,538.24	$467.34
			Lump Sum Total	**$19,490.18**

	Project Director	Project Manager	Estimator	Assistant
Construction Phase - PER MONTH (Starts after the Commissions Approval of the Construction Contract)				
General Project Management		8		
OAC Meeting (Agenda, Prep, Meeting, Meeting Minutes)	2	16		
Sub Contractor Meeting & Follow Up		8		
On Site QC Reviews		16		
Documentation and Reporting		6		4
Schedule Management		2		
Pay App Review		2		4
Change Order Management	1	4	2	
RFI and Submittal Coordination		3		
Coordinate all Owner Direct Contracts		4		
Monthly Project Dashboards & Executive Reporting		4		
Total Hours	**3**	**73**	**4**	**8**
Rate	$210.96	$150.54	$141.82	$77.89
Sub Total	$632.88	$10,989.42	$567.28	$623.12
			Per Month	**$12,812.70**

Preconstruction	$19,490.18
Construction (6MO)	$76,876.20
	$96,366.38
	3.21%

CHRISTIAN COUNTY ***Resource Management Department***
1106 W. Jackson St.
Ozark, MO 65721
Telephone (417) 581-7242
Fax (417) 581-4623

November 17, 2025

RE: Upcoming Agenda Item – Navigate Building Solutions

Commissioners,

This agenda item is related to completing the infill of the Christian County Operations Building located at the future campus site.

While we believe Phase 1 of the construction of our first building went reasonably well, we also feel that having a third party involved might help us do even better and confirm that we are getting the most bang for the people's buck.

To that end, Commissioner Williams and our Purchasing Director arranged presentations from two firms which provide construction project management/consulting services. The group reviewing these presentations included Commissioner Williams, Auditor Dent, Kim Hopkins-Will and myself.

The consensus of the group was that Navigate offered services which most closely align with the County's needs. A summary of the services we seek to receive include but are not limited to:

- Obtain an opinion of construction cost to determine whether or not it is feasible to include this project in the 2026 Capital Improvements budget.
- Optimize the bid process to maximize the number of qualified firms who will be competing to win the project and to help identify the lowest and best bidder.
- Enhance our oversight of this project with a third party who will hold the contractor accountable which ensures the County is getting exactly what we are paying for.

The attached task order and scope of work include a more detailed list of services which support the goals listed above. Within the task list, there are numerous tasks/services which are being provided through GHN, our architect on this project. In those cases, Navigate would simply act as another level of review on behalf of the County or provide opportunities to enhance and assist those aspects.

Based upon the preliminary review and information exchanged to this point, we are confident that utilizing Navigate's services will result in overall cost reductions on the project, which will exceed the expenditure listed in the agreement while also confirming that the project was completed as cost efficiently as possible. We also believe that by utilizing Navigate on this project, the County may establish a valuable relationship which might prove helpful in charting a course or at least shaping discussions regarding a future elected officials building in the coming years.

A copy of the associated Task Order is attached hereto with the proposed agreement being provided by the County Purchasing Director.

Todd M. Wiesehan
Director

TASK ORDER NUMBER 01

DATE: November 20, 2025

MASTER AGREEMENT: Owner Representative, On-Call Professional Consulting Services Agreement made between Christian County, Missouri and NAVIGATE Building Solutions, LLC dated November 20, 2025 and utilizing:

COOPERATIVE PURCHASING AGREEMENT:
The Interlocal Purchasing Systems (TIPS):
NAVIGATE Building Solutions Vendor #8613, Contract #240601 – Consulting Services

PROJECTS:
Administration Building Renovation

SCOPE OF SERVICES:

1.0 Preconstruction Phase Services
- 1.1 Review Design Documents for biddability. Provide a report of proprietary items and other design provisions that will negatively impact bid results.
- 1.2 Provide a Roles and Responsibility matrix for all design, construction and post construction activities required to complete the project. This will include a supplementary Low Voltage Coordination Matrix. Review these with the Owner and provide implementation recommendations for Owner directed responsibilities.
- 1.3 Prepare a detailed unit cost and quantity cost estimate. Each Project Cost Estimate shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts and evaluate pricing for alternative building and engineering systems.
- 1.4 In consultation with the Design Team and Owner, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies.
- 1.5 Perform a Constructability Review for Change Order Mitigation.
- 1.6 Attend meetings with the Design Team and Owner to incorporate results of Value Engineering exercise, Biddability Review and Constructability Reviews.
- 1.7 Provide ongoing recommendations to the Owner and Design Team regarding construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget, and Schedule, and possible cost reductions and economies if and when necessary, to reconcile the Project Budget, Program, and Schedule.
- 1.8 Assist the Owner in the development of standard contract terms and conditions.
- 1.9 Coordinate and assist the Design Team in the preparation of bid documents.
- 1.10 Conduct Bid Marketing to maximize local vendor participation.
- 1.11 Assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.12 Collaborate with the Owner's procurement representative to review bids, prepare analyses and make recommendations to Owner for the award of a contract for the Project.
1.13 Assist with the procurement and coordination of project items not included in the General Contractor Bid Package such as: FF&E (Furniture, Fixtures, and Equipment) Information Technology, Security, Audio/Visual, Signage, Testing Services, and other Owner Directly Procured building systems.

2.0 Construction Phase Services
2.1 Provide recommendations regarding each Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.
2.2 Conduct pre-award conferences with the best and lowest respondent for a Project construction contract; advise Owner regarding the negotiation of business terms of each Project construction contract; and advise Owner on the acceptability of Contractor for the Project.
2.3 File vendor insurance certificates and surety bonds.
2.4 Make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.
2.5 After Owner awards each Project construction contract and before the Contractor commences work on the site, assist Owner in the preparation of all necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.
2.6 Represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.
2.7 Manage the processing of change orders, (i) advise Owner concerning the change orders necessity and recommended cost of change orders, and (ii) negotiate, on Owner's behalf, all change orders with Contractor. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
2.8 Review applications for payment by the Contractor and make written recommendations to the Owner concerning the payment.
2.9 Direct the Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In the event of delays impacting the critical path schedule, NAVIGATE shall make recommendations to Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.
2.10 Coordinate the Architect's review and approval of shop drawings, product data and other submittals by the Contractor.
2.11 In conjunction with the Contractor who has prime contractual responsibility, NAVIGATE shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules in relation to the Project Schedule.

2.12 Enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although NAVIGATE shall not guarantee the performance by Contractor, NAVIGATE shall recommend courses of action to the Owner when Owner or NAVIGATE becomes aware that requirements of any Project construction contract are not being fulfilled, or when Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

2.13 Notify the Owner in writing, with photos and supporting documentation if NAVIGATE becomes aware that the work of Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, NAVIGATE shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. NAVIGATE shall review any and all test reports and notify the Owner, the Architect and the Contractor, as appropriate, of deficiencies in the work of which NAVIGATE becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the NAVIGATE shall reject work that does not conform to the requirements of the applicable Contract Documents.

2.14 Advise the Owner concerning the procurement of building materials by the Contractor regarding budget and schedule implications.

2.15 Attend the on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when NAVIGATE believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

2.16 Coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by Contractor of the work, monitor the Architect in its inspection of the work and preparation of a detailed “punch list" specifying any items which require completion, installation, correction or repair. NAVIGATE will consult with the Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

2.17 Obtain from Contractor record drawings or, if required by the applicable Project construction contract, “as-built” drawings, as construction completes.

2.18 Together with the Owner, NAVIGATE shall monitor and observe the testing and start-up of all utilities, oversee and document systems/equipment training with Owner’s Facility Team.

2.19 Complete the final close-out of the Project by (i) obtaining, or causing the Contractor to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining all affidavits, waivers, and releases the Contractors are required to provide pursuant to the Project construction contacts to achieve final completion of the Project, and/or (iv) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.

2.20 Oversee and coordinate all Owner Direct purchases initiated as part of Scope of Work Item 1.14.

NAVIGATE BUILDING SOLUTIONS

SCHEDULE:

Scope of Preconstruction Services shall be completed within 3 months of this Agreement Date.

Scope of Construction Services shall commence upon the approval of a contractor's contract and end one month after final completion of either project.

COMPENSATION and PAYMENT:

NAVIGATE shall be paid a lump sum fee of $19,490 Preconstruction Services defined in Article 1.

NAVIGATE shall be paid an additional lump sum monthly fee of $12,812 per Month for Construction Services defined in Article 2 starting after approval of the Contractor's Contract.

____________________________	___________	____________________________	_________
Signature	Date	Signature	Date
Name: Todd A. Sweeney		Name: _____________________	
Title: Member		Title: _______________________	
NAVIGATE Building Solutions, LLC.		Christian County, Missouri	

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: ________________________________
Lynn Morris, Presiding Commissioner

Date ______________

By: ________________________________
Bradley A. Jackson, Eastern Commissioner

Date ______________

By: ________________________________
Johnny Williams, Western Commissioner

Date ______________

ATTEST BY: ________________________________
Paula Brumfield, Christian County Clerk

Approved as to form:

By: N. [signature]
N. Austin Fax, Christian County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

____
Amy Dent, Christian County Auditor

____
Date