



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5621)

Meeting: 09/24/26 9:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Zoey Strong
Initiator: Zoey Strong
Sponsors:
Doc ID: 5621

Meeting Attachments

ATTACHMENTS:

- 1 - 24 SPTMBER 2026 FINANCIAL - CERTIFIED COMMISSION ORDER NO. 09-24-2026-01
- 2 - COVER SHEET TAX SALE REDEMPTION
- 3 - 24 SEPTEMBER 2026 FINANCIAL - TAX SALE REDEMPTION
- 4 - COVER SHEET- 2026 CERTIFIED TAX LEVIES
- 5 - 24 SEPTEMBER 2026-2026 CERTIFIED TAX LEVIES - EXECUTED
- 6 - 24 SEPTEMBER 2026 - TAX LEVY COMPARISION
- 7 - COVER SHEET-ITB #2025-10, SB190
- 8 - 24 SEPTEMBER 2026 - ITB #2025-10 OZARK MAILING SERVICES ORIGINAL BID RESPONSE
- 9 - 24 SEPTEMBER 2026 - ITB #2025-10, SB190 AWARD LETTER - EXECUTED
- 10 - COVER SHEET COMPUTER EQUIPMENT - SHERIFFS OFFICE
- 11 - 24 SEPTEMBER 2026 - QUOTES FOR COMPUTER EQUIPMENT FOR PATROL AND INVESTIGATORS
- 12 - 24 SEPTEMBER 2026 - EMAIL FOR AWARDED GRANT - BLUE SHIELD GRANT
- 13 - 24 SEPTEMBER 2026 - LAW ENFORCEMENT RESTITUTION FUND APPROVAL
- 14 - 24 SEPTEMBER 2026 - JASPER COUNTY CONTRACT COVER PAGE
- 15 - 24 SEPTEMBER 2026 - SOURCEWELL CONTRACT 090122
- 16 - 24 SEPTEMBER 2026 TURN-KEY MOBILE, INC AWARD LETTER - EXECUTED
- 17 - COVER SHEET RFP 2026 9 PAINTING SERVICES
- 18 - 24 SEPTEMBER 2026 - RFP 2026 9 PAINTING SERVICES
- 19 - 24 SEPTEMBER 2026 - PICTURES OF BUILDING TO BE PAINTED
- 20 - 24 SEPTEMBER 2026 - SCOPE OF WORK, PAINTING SERVICES
- 21 - 24 SEPTEMBER 2026 - RFP 2026 9 PAINTING SERVICES AWARD LETTER - EXECUTED
- 22 - 24 SEPTEMBER 2026 - RFP 2026 9 PAINTING SERVICES CONTRACT - EXECUTED
- 23 - COVER SHEET-NETWATCH FIRE MONITORING
- 24 - 24 SEPTEMBER 2026 - AGREEMENT FOR SERVICES FOR FIRE MONITORING
- 25 - 24 SEPTEMBER 2026 - NETWATCH QUOTE FOR FIRE MONITORING
- 26 - 24 SEPTEMBER 2026 - NETWATCH FIRE MONITORING AWARD LETTER - EXECUTED
- 27 - 24 SEPTEMBER 2026 - NETWATCH FIRE MONITORING CONTRACT - EXECUTED
- 28 - COVER SHEET-CONTRACT AWARD: LIFE SAFETY
- 29 - 24 SEPTEMBER 2026 - AGREEMENT FOR SERVICES FOR LIFE SAFETY INSPECTIONS
- 30 - 24 SEPTEMBER 2026 - NETWATCH QUOTE FOR INSPECTIONS
- 31 - 24 SEPTEMBER 2026 - AWARD LETTER NETWATCH INSPECTIONS - EXECUTED
- 32 - 24 SEPTEMBER 2026 - NETWATCH INSPECTIONS SIGNATURE PAGE/CONTRACT - EXECUTED
- 33 - COVER SHEET-MO GOOD NEIGHBORS

Updated: October 5, 2026 9:24 AM



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

SCHEDULED

Meeting: 09/24/26 9:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Zoey Strong
Initiator: Zoey Strong
Sponsors:
Doc ID: 5621

MEETING ATTACHMENTS (ID # 5621)

34 - 24 SEPTEMBER 2026 - MO GOOD NEIGHBOR - EXECUTED

35 - COVER SHEET MU EXTENSION

36 - 24 SEPTEMBER 2026 - MU EXTENSION 2026

37 - 24 SEPTEMBER 2026 - MU EXTENSION 2027 BUDGET

38 - COVER SHEET 2027 EMPLOYEE COLA

CERTIFIED COMMISSION ORDER# 09-24-2026-01

The Treasurer is hereby ordered to pay the following entities:

COUNTY AID ROAD TRUST (CART)				
9/21/2026		July 2026 Term		
Receipt #:				
MOTOR FUEL TAX				\$195,298.24
MOTOR VEHICLE SALES TAX				\$43,897.02
MOTOR VEHICLE FEE INCREASES				\$15,698.63
TOTAL RECEIVED		222-43354		\$254,893.89
BRIDGE (15% AS REQUIRED BY STATUTE)		15%		\$38,234.08
TOTAL TO BE DIVIDED AMONG ROAD DISTRICTS				\$216,659.81
	MILES			
COMMON 1	273.51	33.118204054%		\$71,753.84
COMMON 2	285.20	34.533698206%		\$74,820.64
BILLINGS SPECIAL	103.25	12.502119003%		\$27,087.07
GARRISON SPECIAL	15.88	1.922844066%		\$4,166.03
OZARK SPECIAL	101.12	12.244206040%		\$26,528.27
SELMORE SPECIAL	30.50	3.693119899%		\$8,001.51
SOUTH SPARTA SPECIAL	11.10	1.344053472%		\$2,912.02
STONESHIRE	5.30	0.641755261%		\$1,390.43
TOTAL ROADS	825.86	100.00%		\$216,659.81

Calculations prepared by the Highway Administrator

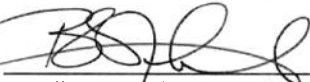
Note: No rounding accumulations were made for this month.



Lynn Morris, Presiding Commissioner



Johnny Williams, Western Commissioner



Bradley A. Jackson, Eastern Commissioner

9-24-26

Date

9-24-26

Date

9-24-2026

Date



IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 24th day of September, 2026.


Paula Brumfield, Clerk of the County Commission



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Tax Sale Redemption

Blair Mitchell

August 25, 2025 Tax Sale Redemption Request for Carolyn McClarnon.

ATTACHMENTS:

2026-09-24-55575.pdf

Requested by: bmittell@christiancountymo.gov 2026-09-21 09:00

Updated: 2026-09-21 09:51

STATE OF MISSOURI)
) ss.
COUNTY OF Christian)

AFFIDAVIT OF OWNERSHIP

I, the undersigned, being duly sworn, do hereby declare and affirm under penalties of perjury as follows:

1. I am over 18 years of age and competent to make this affidavit.
2. My current residence address is:
3. On the date of the tax sale conducted by the Christian County Collector of Revenue on 08-25-25, I was a single person and the sole record owner of the real property located at 304 Sequoia, Nixa, Mo 65714 in Christian County, Missouri, legally described as follows.
4. Having failed to exercise the right of redemption, I hereby request the Christian County Commission pursuant to Section 140.230, RSMo., to authorize the County Treasurer to distribute any net surplus generated from the sale of the above-referenced real property to me by mailing said proceeds to the following address: 2151 S. Hunter Rd. Brookline, Mo. 65619
5. To the best of my knowledge and belief there were no other publicly recorded owners of the above legally described property on the date of the tax sale other than myself.
6. To the best of my knowledge and belief there were no publically recorded liens on the above legally described property on the date of the tax sale which are presently due and payable out of the surplus generated from the sale of said property and the undersigned agrees to defend, indemnify and hold harmless the County Commission and Treasurer and their employees from any claims, liability, damages or costs by said lienholders or other claimants arising from the distribution of the surplus to me.

Signed under penalty of perjury:

Carolyn S. Hefernan

Social Security Number:

474-56-8486

Date:

09/16/2026

SCHEOL SURPLUS

BASE TAX: 22,196.64
ADDITIONALS: 600.00
TOTAL TAX: 22,796.64
SURPLUS: 131,614.50

08/25/2025

DELINQUENT TAX SALE - SOLD AT TAX SALE

PAGE NO 2

Spaza R3

Niya R2

Billings R4

08/25/2025

DELINQUENT TAX SALE - SOLD AT TAX SALE

PAGE NO 1

SC-TM-RG-ACRES: 03-27-24- 12.94 C.O.P.# 00001-2025 UPC - 08-0-2-03-000-000-005.000 PUB.#	NGUYEN, HAN THANH & TAN THI XUAN THE M 573 E 840 N LYING E OR R.R. E N OR HWY 60. TOTAL TAX: 106.81 + COST: 150.00 = 256.81 SOLD TO: CHAD BROOK AMOUNT: 16,000.00 SURPLUS: 15,743.19	SC-TM-RG-ACRES: 14-27-22- 0.00 C.O.P.# 00002-2025 UPC - 10-0-6-14-002-006-010.000 PUB.#	LOT 42 PARKWAY BRIDGES 2 MCCLENNAN, KEN & CAROLYN TOTAL TAX: 5,106.17 + COST: 150.00 = 9,456.17 SOLD TO: SWR & ASSOCIATES LLC/ CARB OF HOMER LEE BUCKNER AMOUNT: 107,000.00 SURPLUS: 97,543.83	SC-TM-RG-ACRES: 26-27-20- 0.00 C.O.P.# 00003-2025 UPC - 12-0-7-26-004-001-014.000 PUB.#	LOT 4 MILLBROOK VILLAGE VALLANCE, CHRIS E JAMES TOTAL TAX: 2,022.52 + COST: 150.00 = 2,172.52 SOLD TO: ANGEL CAYOCCA AMOUNT: 20,500.00 SURPLUS: 18,327.48	SC-TM-RG-ACRES: 19-26-19- 0.00 C.O.P.# 00004-2025 UPC - 16-0-4-19-004-004-002.000 PUB.#	CHADWICK RIVER CYCLE LTD BEG 60' S OF HWY BIK 26 CHADWICK THENCE S240 N120 N34 N 12 N 110 W40 N100 W 70 TO POB. TOTAL TAX: 10,761.14 + COST: 150.00 = 10,911.14 SOLD TO: CHAD BROOK AMOUNT: 10,911.14 SURPLUS: 0.00
--	--	---	--	---	---	---	---



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Certification of 2026 Levies

Paula Brumfield

Requested by: pbrumfield@christiancountymo.gov 2026-09-11 16:15

**2026 CERTIFIED LEVIES
OFFICE OF PAULA BRUMFIELD
CLERK OF THE COUNTY COMMISSION
CHRISTIAN COUNTY
100 W. Church, Rm. 304, Ozark, MO. 65721**

THE FOLLOWING LEVIES WILL BE IN EFFECT IN CHRISTIAN COUNTY FOR THE YEAR 2026.

STATE	(STAT)	0.0300	(FIRE 1) OZARK FIRE DISTRICT	0.7393
SUR TAX	(SRTX)	0.3400	(FIRE 2) NIXA FIRE DISTRICT	0.6820
COUNTY REVEUNE	(CNTY)	0.0616	(FIRE 3) BROOKLINE FIRE DISTRICT	0.8135
LIBRARY	(LIBR)	0.1823	(FIRE 4) LOGAN-ROGERSVILLE FIRE DISTRICT	0.7656
HEALTH DEPARTMENT	(HLTH)	0.0405	(FIRE 5) CLEVER FIRE DISTRICT	0.3562
SENATE BILL 40	(HDCP)	0.0728	(FIRE 6) BILLINGS FIRE DISTRICT	0.6858
SENIOR CITZ. SERV.	(SCSF)	0.0456	(FIRE 7) HIGHLANDVILLE FIRE DISTRICT	0.5943
COUNTY AMBULANCE	(AMB)	0.1134	(FIRE 8) SPARTA FIRE DISTRICT	0.5184
JUNIOR COLLEGE	(JC)	0.1777	(FIRE 9) CHADWICK FIRE DISRICT	0.4823

ROADS

COMMON 1	(C1)	0.0932	(GA) GARRISON SPECIAL	0.2184
COMMON 2	(C2)	0.0000	(SL) SELMORE SPECIAL	0.1655
BILLINGS SPECIAL	(BS)	0.5555	(SS) SOUTH SPARTA SPECIAL	0.1597
OZARK SPECIAL	(OS)	0.3393	(ST) STONESHIRE SPECIAL	0.1294

SCHOOLS

CHADWICK	(R-1)	4.2546	(R-8) BRADLEYVILLE	4.4124
NIXA	(R-2)	4.5091	(R-9) MARIONVILLE	3.7300
SPARTA	(R-3)	4.1011	(R-10) REPUBLIC	4.1147
BILLINGS	(R-4)	4.4000	(R-17) AVA	2.7500
CLEVER	(R-5)	4.6392	(R-71) LOGAN-ROGERSVILLE	4.1695
OZARK	(R-6)	4.1400	(R-78) FORDLAND	3.9713
SPOKANE	(R-7)	4.0817	TOTAL SCHOOL LEVY	53.2736
			SCHOOL AVERAGE	4.0980

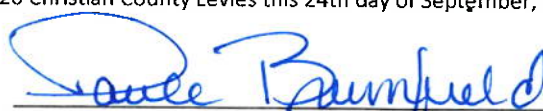
CITIES

BILLINGS	(BL)	0.6970	(CV) CLEVER	0.5510
FREMONT HILLS	(FH)	0.5601	(NX) NIXA (REAL ONLY)	0.2886
OZARK (REAL ONLY)	(OZ)	0.2572	(SP) SPARTA	0.3407
HIGHLANDVILLE	(HV)	0.0000	(SA) SADDLEBROOK (REAL ONLY)	0.8079
REPUBLIC (REAL ONLY)	(REP)	0.5777		

CHRISTIAN COUNTY ASSESSED VALUATIONS:

	2022	2023	2024	2025	2026
REAL ESTATE	1,260,403,340	1,414,510,690	1,468,638,310	1,626,143,430	1,676,719,640
PERSONAL PROPERTY	334,907,796	356,455,980	355,740,362	374,950,509	385,509,666
RAILROAD & UTILITIES	42,285,207	42,288,893	41,990,642	42,002,643	40,440,676
GRAND TOTAL	1,637,596,343	1,813,255,563	1,866,369,314	2,043,096,582	2,102,669,982

I, Paula Brumfield, County Clerk do hereby certify the 2026 Christian County Levies this 24th day of September, 2026.


Paula Brumfield, Christian County Clerk



Christian County Levies

		2025	2026	CHG 25-26
STAT	STATE	0.0300	0.0300	0.0000
SRTX	SUR TAX	0.3400	0.3400	0.0000
CNTY	COUNTY REVENUE	0.0446	0.0616	-0.0170
LIBR	LIBRARY	0.1823	0.1823	0.0000
HLTH	HEALTH DEPARTMENT	0.0405	0.0405	0.0000
HDCP	SENATE BILL 40	0.0728	0.0728	0.0000
SCSF	SENIOR CITZ. SERV.	0.0456	0.0456	0.0000
SMB	COUNTY AMBULANCE	0.1211	0.1134	0.0077
JC	JUNIOR COLLEGE	0.1773	0.1777	-0.0004
FIRE 1	OZARK FIRE DISTRICT	0.7393	0.7393	0.0000
FIRE 2	NIXA FIRE DISTRICT	0.6820	0.6820	0.0000
FIRE 3	BROOKLINE FIRE DISTRICT	0.8056	0.8135	-0.0079
FIRE 4	LOGAN-ROGERSVILLE FIRE DIST.	0.7646	0.7656	-0.0010
FIRE 5	CLEVER FIRE DISTRICT	0.3562	0.3562	0.0000
FIRE 6	BILLINGS FIRE DISTRICT	0.6858	0.6858	0.0000
FIRE 7	HIGHLANDVILLE FIRE DISTRICT	0.3643	0.5943	-0.2300
FIRE 8	SPARTA FIRE DISTRICT	0.5184	0.5184	0.0000
FIRE 9	CHADWICK FIRE DISTRICT	0.4823	0.4823	0.0000
ROADS				
C1	COMMON 1	0.0932	0.0932	0.0000
C2	COMMON 2	0.0000	0.0000	0.0000
BL	BILLINGS SPECIAL	0.5461	0.5555	-0.0094
OS	OZARK SPECIAL	0.3393	0.3393	0.0000
GL	GARRISON SPECIAL	0.2184	0.2184	0.0000
SL	SELMORE SPECIAL	0.1654	0.1655	-0.0001
SS	SOUTH SPARTA SPECIAL	0.1590	0.1597	-0.0007
ST	STONESHIRE SPECIAL	0.1294	0.1294	0.0000
SCHOOLS				
R-1	CHADWICK	4.2320	4.2546	-0.0226
R-2	NIXA	4.5091	4.5091	0.0000
R-3	SPARTA	4.1000	4.1011	-0.0011
R-4	BILLINGS	3.9396	4.4000	-0.4604
R-5	CLEVER	4.6392	4.6392	0.0000
R-6	OZARK	4.1400	4.1400	0.0000
R-7	SPOKANE	4.0681	4.0817	-0.0136
R-8	BRADLEYVILLE	4.3303	4.4124	-0.0821
R-9	MARIONVILLE	3.7300	3.7300	0.0000
R-10	REPUBLIC	4.0292	4.1147	-0.0855
R-17	AVA	2.7500	2.7500	0.0000
R-71	LOGAN-ROGERSVILLE	4.1624	4.1695	-0.0071
R-78	FORDLAND	3.9524	3.9713	-0.0189
	TOTAL SCHOOL LEVY	52.5823	53.2736	-0.6913
	SCHOOL AVERAGE	4.0448	4.0980	-0.0532
CITIES				
BL	BILLINGS	0.6935	0.6970	-0.0035
FH	FREMONT HILLS	0.5594	0.5601	-0.0007
OZ	OZARK (REAL ONLY)	0.2572	0.2572	0.0000
HV	HIGHLANDVILLE	0.0000	0.0000	0.0000
REP	REPUBLIC (REAL ONLY)	0.5672	0.5777	-0.0105
CV	CLEVER	0.5493	0.5510	-0.0017
NX	NIXA (REAL ONLY)	0.2886	0.2886	0.0000
SP	SPARTA	0.3407	0.3407	0.0000
SA	SADDLEBROOK (REAL ONLY)	0.8172	0.8079	0.0093
C.C. ASSESSED VALUATIONS:				
	REAL ESTATE	1,626,143,430		1,626,143,430
	PERSONAL PROPERTY	374,950,509		374,950,509
	RAILROAD & UTILITIES	42,013,133		42,013,133
	GRAND TOTAL	2,043,107,072		2,043,107,072



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

ITB #2025-10 Process, Print and Mail Tax Bills and SB190 Statements

Kim Hopkins-Will - Purchasing Manager Ted Nichols - Collector

ITB #2025-10 Process, Print and Mail Tax Bills and SB190 Statements is a contract for the Collector's Office.

Ozark Mailing Service was the awarded vendor in 2025. This is the first contract renewal (year 2).

Cost: The company is not increasing its prices.

The Collector's Office is happy with Ozark Mailing's service.

We recommend renewing the contract with Ozark Mailing Services for an additional year.

Note: Yes, this is for September 24th as the Collector will be out the 17th.

ATTACHMENTS:

Award Letter

Ozark Mailing Services Original Bid Response

Requested by: purchasing@christiancountymo.gov 2026-09-09 15:51



2025-10 Addendum 2

Ozark Mailing Service

Supplier Response

Event Information

Number: 2025-10 Addendum 2
Title: PROCESS, PRINT AND MAIL TAX BILLS AND SB190
STATEMENTS FOR THE COLLECTOR'S OFFICE
Type: Invitation to Bid
Issue Date: 8/11/2025
Deadline: 8/25/2025 09:00 AM (CT)
Notes:

ADDENDUM TWO **8/20/25**

Q6: You state 46,000 #9 and #10 envelopes and also 46,000 forms. But we include more than one form into an envelope. If the total for envelopes is 46,000, what is the total forms? Your website has 35,518 parcels and 40,104 PP accounts, that is about 75,600 forms?

A6: The real estate and personal taxes should be comingled and mailed together. That is why there is not so many to be mailed out.

Q7: Can a final printed sample of the front of the tax statement be provided? It states its in Color but the statement provided does not have the content. Thank you!

A7: What was sent is the header only in color. The software company that we use will send the data for you to print on your paper and it will all be in black and white.

All else remains the same.

END OF ADDENDUM TWO

ADDENDUM ONE

8/15/25

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: Can samples of the envelopes and tax statement be scanned and provided?

A1: See attached Exhibits.

Exhibit A – Insert (SB 190), cut three times on heavier paper and colored paper.

Exhibit B – Envelope #9 and #10 Example

Exhibit C – Front page of the tax statement, in color printing.

Perforated at the bottom to be torn off and mailed back in with #9 envelope.

Exhibit D – Backside of the information sheet of the tax statement.

Exhibit E – Insert (Informational), cut three times on heavier paper and colored paper.

Q2: Will County take bids for printing only? Mailing to come from another vendor?

A2: We prefer printing, processing, postage, and mailing all in one location as it is less likely for errors.

Q3: In Line Items #5, you ask for pricing to include forms and envelopes, but you asked for envelope pricing in #3 and #4. What do you want included in pricing in #5?

A3: Line #5 is just for the printing of the Real and Personal Property Tax Forms.

Q4: In Line Items #5 it says "Tax bills will be printed on 8.5 x 11 paper with designated perforation." Is that plain paper or a pre-printed form? If pre-printed form, where do we put the pricing?

A4: Pre-printed.

Q5: I do not see anything regarding a quote for postage. Was that intentional?

A5: Please see additional line #15 and #16 for postage.

All else remains the same.

END OF ADDENDUM ONE

Christian County invites qualified vendors to submit responses for the ITB #2025-10 Process, Print and Mail Tax Bills 2025 in accordance with the requirements stated herein.

BACKGROUND:

This bid is for the Collector's Office. This is to process, print and mail out tax bills (real and personal property tax bills) on behalf of Christian County. Please keep in mind that the following volumes are estimates at this time. More specific numbers will not be available prior to the bidding of this job.

The successful Contractor must demonstrate to the satisfaction of the Collector their company's knowledge regarding form printing, data file conversion, bar code imaging, and mail processing conforming to U.S. Postal Service specifications for automated mailings.

In mid to late October, the vendor will receive the information from our software vendor. You will need to process this information to re-format for laser printed tax bills.

QUESTIONS:

Questions should be submitted online through the Christian County Electronic Bidding portal before **9:00 a.m. August 20, 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 before **9:00 a.m. August 25, 2025**. Register as a vendor at: <https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 for help with registering.

PRICING:

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

Note: Quantities are best estimates. Please note that the awarded bidder will bill Christian County Collector's Office 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 individually noted in the bid document shall be assumed to be included in quoted cost. **The prices given will be firm fixed.**

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.

SAMPLES:

Attach a sample of the forms from previous projects to the **RESPONSE TAB. This is the only way the Collector can review your work. Failure to do so may result in disqualification.**

Note: The County Collector will have the final say whether the forms each bidder provides are acceptable.

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 1959 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: Kim Hopkins Purchasing Manager
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Phone: 417 (582) 4309
Email: khopkins@christiancountymo.gov

Ozark Mailing Service Information

Contact: Mark Samuels
Address: 2804 N Oak Grove Ave
Springfield, MO 65803
Phone: (417) 866-6100
Email: msamuels@ozarkmailing.com

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

Mark Samuels

Signature

Submitted at 8/22/2025 08:09:23 AM (CT)

msamuels@ozarkmailing.com

Email

Requested Attachments

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page.pdf

Upload your signed declaration page here. You will print the page from the **ATTACHMENTS TAB**.

SAMPLE FORMS

Samples.pdf

Samples of your work from previous projects, in the last three years, must be included with your bid
Failure to do so may result in a disqualification.

BUSINESS PROPERTY TAX RECEIPT

Personal Property Receipt.pdf

Contractor must provide a copy of their company's paid personal property tax receipt.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

Christian County Collector
2025.pdf

Upload your affidavit with the MOU.

Bid Attributes

1 Christian County Terms and Conditions

Please download and thoroughly review the Christian County Bidder Requirements Terms and Conditions and acknowledge your acceptance below.

☒ Yes

2 No Deviations or Exceptions

I agree with the attached Christian County Terms and Conditions and will not deviate from them.

By indicating Yes in this box, no exceptions are taken to our terms and conditions.

By indicating No in this box, you are taking exception to the Christian County Terms and Conditions.

Yes, I have read and agree to the T&C's.

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

If the respondent indicated in #2 above as a NO and you ARE taking exceptions to #2 above, CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423, (by clicking NO above).

Please provide details below of your exceptions. If no exceptions, please enter N/A.

Please note that exceptions to our terms and conditions may result in non-award.

N/A

4 BIDDER REQUIREMENTS

BIDDER REQUIREMENTS

The successful bidder must demonstrate to the satisfaction of the Collector their company's knowledge regarding form printing, data file conversion, bar code imaging, and mail processing conforming to U.S. Postal Service specifications for automated mailings.

The company must have been in business for four years, doing similar scope and size jobs.

Please include the qualifications you have that are relevant to fulfilling this project.

Samples of your work from previous projects similar to this scope and size of work **must** be included in this bid. Attach under **RESPONSE TAB**.

Please provide three references of similar scope and size for this bid that you have completed in the past three years.

5 Company Information/History/Firm Qualifications

Please provide company information:

Company Name:

Address

City, State, Zip

of Years in Business:

of Employees:

Brief history of your company.

Provide the project manager's name and contact information.

List projects you have completed in the past three years, **of similar scope and size**, that make you qualified for this project. This includes projects of mass mailings with the US Postal Service.

Include what **qualifications**, **technical competence**, and **experience your company** (staff) has gained in the last three years that prove you can take on this project. Include the company's knowledge regarding form printing, data file conversion, bar code imaging, and mail processing conforming to U.S. Postal Service specifications for automated mailings.

Ozark Mailing Service, 2804 N Oak Grove Ave Springfield MO 65803. In business since 1984. Over 40 employees at Springfield location. Currently have three other locations in Iowa, South Dakota and North Dakota. We provide print and mailing services for many industries including government, medical, financial, education and many others. Primary contact is Mark Samuels 417-866-6100 ext. 23 or msamuels@ozarkmailing.com. Recent projects in the last three years include the printing and mailing of the County Collector statements for Christian, Jasper and Taney counties as well as many others.

6 BIDDER SPECIFICATIONS

BIDDER SPECIFICATIONS

Please note that exceptions to our specifications may result in a nonaward.

7 Form Printing Specifications

Personal and Personal Property Tax Lists and Senate Bill 190 Forms:

Size: 8.5" x 11

Paper: 20# OCR Bright White. Must be compatible with U.S. Postal Service reading and sorting equipment.

Inks: Face Color: Black

Envelopes:

- Outgoing #10 Custom Double Window Envelope with clear poly window patch.
- Custom Reply #9 Return Window Envelope.

8 Quality

No material received by the Collector pursuant to the contract shall be deemed accepted until the Collector has had a reasonable opportunity to inspect said material. All material that is discovered to be defective or that does not conform to the warranty of the seller upon inspection or at any later time, if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the seller's expense for full credit or replacement. Such right-to-return offer to the Collector arising from the Collector's receipt of defective goods shall not exclude any other legal, equitable, or contractual remedies the Collector or the County may have therefore.

9 Artwork

Composition costs, including costs for multiple revisions, will be included.

10 Design Consultation/Time Line/Proofs

DESIGN CONSULTATION:

Your bid will include a minimum of 4 hours on-site consultation with the Collector and/or his representative(s) to work out details of your proposed design for the Collector's List. You will guarantee that your design conforms to all state legislation in effect prior to final proof date, and that the design meets all requirements of the Missouri State Tax Commission.

TIMELINE/PROOFS:

Copies of the forms, Real and Personal forms, will be submitted to the Collector for approval no later than twenty days after notification of awarding the bid. The statements must be ready to mail by the last of October, first of November timeframe.

11 Documentation

Items below are preferred, but not required.

U.S. Postal Service statements substantiating that the mailings were submitted and processed on the required dates will be provided to the Collector within 5 working days after the mailing date.

Imaging of Variable Information (Addressing, etc.):

The Collector will provide successful Contractor with data files containing taxpayer names, addresses, taxpayer ID numbers and other information to be printed on the Lists.

Data File Integrity: Supplier will guarantee the integrity of all taxpayer records and assume responsibility for printing all related data. Supplier will demonstrate to the satisfaction of the Collector what steps will be taken to avoid file corruption.

Placement of Data & Processing Equipment: Variable information must be accurately lined up with headings, and addresses must be situated to meet specifications for Postal automation discounts. The new design will accommodate all 6 required variable information including bar codes, and it will be guaranteed to work with printing equipment, scanning equipment, and any other processing equipment used by the Collector.

Bar Coding of Taxpayer ID Number:

Print Quality: All bar codes must scan at ANSI grade "A" and comply with ISO 15416 (formerly ANSI X3.182) standards for bar code print quality. A Successful Contractor will demonstrate the statistical sampling method used during the verification process in the production of bar codes. The Bar Code must be permanent, and continue to be readable for a period of 5 years after initial imaging.

Ability to Scan: Supplier must guarantee bar code decoding with all types of hand scanners and document imaging systems in use by the Collector.

Postal Processing:

Design: The design of the pieces must allow for efficient processing through postal reading and sorting equipment with minimal damage to the piece.

Print Quality: All printed information must be legible and provide an adequate print contrast ratio to meet postal equipment scanning requirements. Intelligent Mail Barcodes are required on all outgoing and return mail pieces.

Mailing List Maintenance:

National Change Of Address (NCOA) list processing services will be provided by successful Contractor. The Collector requires that NCOA reports contain records with the original address, the new address, and the taxpayer's account number. Costs for this service, including handling of reports, will be itemized on your bid.

Ancillary Postal Endorsements: A cost analysis for the use of Ancillary Postal Endorsements will be provided to the Collector with your bid. Suggestions for reducing handling and postage costs for undeliverable pieces and for pieces that are forwarded will be evaluated by the Assessor.

Postage Costs:

Reducing postage costs is important to the Collector.

The successful Contractor will guarantee postage discounts based on the automation rates, plus additional discounts for 5-digit sorts, Carrier Route Sorts, DSCF sorts, and any additional presorts that apply. To allow for maximum Postal discounts the physical characteristics of the mail piece and the addressing format must comply with all postal specifications for automated mailings. Contractor will provide exact postage costs based on CASS Certification, and Pre-Sorting of the mailing lists as indicated above and will guarantee these postage costs at time of mailing. Contractor will be responsible for all transactions with the U.S. Postal Service including remitting payment for postage and purchasing all permits required for mailings. Contractor will be reimbursed for postage within sixty days after mailing. If at the time of the mailing it is found that the pieces cannot be mailed at the rate proposed on your original bid you will be responsible for paying the difference in postage costs.

Shipping:

Shipping Costs: All shipping costs will be included in your bid.

1 Declaration page

2 Print out and fill out (with wet signature) the Declaration Page located under the **ATTACHMENTS** tab. Upload the Declaration Page under the **RESPONSE ATTACHMENTS** tab.

☒ I've attached Declaration page to RESPONSE TAB.

1 Submission Responses

3 All submittal responses must be submitted online via our electronic e-bidding (IonWave) system. No hand delivered, fax, or email submissions will be accepted.

1 4	Samples of Forms Bidders MUST provide a sample of forms from previous projects, similar in scope and size, from the last three years, and must be attached to the RESPONSE ATTACHMENTS tab. The County Collector will have the final say whether the forms each bidder provides are acceptable. ☒ I've attached my Samples to the RESPONSE TAB.
1 5	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 question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities 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 the website for any posted addenda.
1 6	Business Compliance The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the declaration page and acknowledging any amendment submitted 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 Christian County.
1 7	Subcontractors Contractors will identify the name and locality of any and all subcontractors with whom they will be coordinating the performance of this project. The location of the subcontractors in proximity to the county will also be a determining factor in contract award. Please provide the following for subcontractors: Name of Subcontractor: Address: City, State: Note: If you are not working with subcontractors, then please enter N/A.
1 8	REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE 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. A copy of the affidavit is attached to this RFP. 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)). Attached is the E-Verify form.

1
9**Paid Company's Personal Property Tax Receipt**

Bidder **MUST** provide a copy of their company's paid personal property tax receipt. Attach this receipt under the **RESPONSE ATTACHMENTS** tab.

☒ I've attached this response to the RESPONSE TAB.

2
0**Terms and Conditions**

View under ATTACHMENTS TAB.

2
1**Insurance Requirements**

View under ATTACHMENTS TAB.

2
2**Invoices**

Invoices will be submitted to the **Christian County Collector's Office, 100 W. Church Street, Room 101, Ozark, MO 65721**. You may also email an invoice to: **invoices@christiancountymo.gov**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts monthly noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Referencing the bid, please provide a detailed itemization of your costs on the 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.

2
3**Determination for Award**

Criteria to be considered in evaluating bids will include (1) Primary contractor and proposed subcontractor's responsibility, references, past experience, and technical competence, (2) quality and performance of materials and services for this project, (3) ability to meet deadline dates and to work with Collector on any required rescheduling, (4) price and other factors relevant to the success of the project, and (5) thoroughness of bid in addressing all issues and satisfying all requirements contained in this bid.

Contractors will identify the names and localities of all subcontractors with whom they will be coordinating the performance of this project. The location of the subcontractors in proximity to the county will also be a determining factor in contract award.

The successful Contractor must demonstrate to the satisfaction of the Collector their company's knowledge regarding form printing, data file conversion, bar code imaging, and mail processing conforming to U.S. Postal Service specifications for automated mailings.

The award shall be made to the lowest-priced and best value vendor. 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.

Note: All contracts entered into by the county are non-exclusive contracts.

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.

2
4**Conflict of Interest Questionnaire**

Does this vendor have conflict of interest with Christian County?

2
5**Conflict of Interest pt. 2**

If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
6**Felony Conviction Details**

I affirm your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
7**Three References Required**

Please enter three references below that you have worked for in the **past three years on projects of a similar scope (government assessment mailings) and size**. If you have worked for Christian County or another County government for this service, please reference them.

Note: Christian County reserves the right to request additional references.

2
8

Reference #1

Company Name:
Contact Name:
Address City State Zip:
Business Phone Business:
Email:

Name of Project:

Christian County Collectors statements, Ted Nichols, 100 W Church, Room 101, Ozark Mo 65721, 417-582-4330,
tnichols@christiancountymo.gov

2
9

Reference #2

Company Name:
Contact Name:
Address City State Zip:
Business Phone Business:
Email:

Name of Project:

Jasper County Collectors statements, Steve McIntosh, PO Box 421, Carthage MO 64836, 417-358-0411,
smcintosh@jaspercountymo.gov

3
0

Reference #3

Company Name:
Contact Name:
Address City State Zip:
Business Phone Business:
Email:

Name of Project:

Taney County Collectors statements, Mona Cope, PO Box 278, Forsyth MO 65653, 417-546-7216 ext. 7222,
mona.cope@taneycountymo.gov

3
1

Renewals

This contract shall be valid until the project is completed for the Collectors Printing, Processing & Mailing for year one of the contract. Christian County will have the **sole option** to extend the agreement for an additional three (3) one (1) year terms. 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. Written justification will be requested 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.

Note: The renewal percentage excludes postage. Postage will be paid at the actual prices in effect at the time of mailings.

3 2	Renewal #1 Enter Maximum Increase Not to Exceed Percentage First Renewal Period: Maximum Increase Not-to-Exceed _____%. Note: The renewal percentage excludes postage. Postage will be paid at the actual prices in effect at the time of mailings or less, if the vendor receives discount pricing. Justification will be requested for any increase. 3%
3 3	Renewal #2 Enter Maximum Increase Not to Exceed Percentage Second Renewal Period: Maximum Increase Not-to-Exceed _____%. Note: The renewal percentage excludes postage. Postage will be paid at the actual prices in effect at the time of mailings or less, if the vendor receives discount pricing. Justification will be requested for any increase. 3%
3 4	Renewal #3 Enter Maximum Increase Not to Exceed Percentage Third Renewal Period: Maximum Increase Not-to-Exceed _____%. Note: The renewal percentage excludes postage. Postage will be paid at the actual prices in effect at the time of mailings or less, if the vendor receives discount pricing. Justification will be requested for any increase. 3%
3 5	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. Yes _____ No _____ No
3 6	ADDENDUM ONE I reviewed Addendum One information issued on 8/15/25. ☒ Yes I have read Addendum One

Bid Lines

1	COLLECTOR'S OFFICE PROCESS, PRINT, & MAILING OF TAX BILLS AND SB190 STATEMENTS.
----------	---

2

TAX BILLS STATEMENT

3

#9 Special Window Envelopes - Reply

Quantity: 46000 UOM: EA Price: \$0.045 Total: \$2,070.00

Item Notes: Tax Bills

4

#10 Special Double Window Envelopes - Outgoing - First Class

Quantity: 46000 UOM: EA Price: \$0.05 Total: \$2,300.00

Item Notes: Tax Bills

5 **Printing Real and Personal Property Tax Form estimates :**Quantity: 46000 UOM: EA Price: \$0.06 Total: \$2,760.00

Item Notes: In mid to late October, the vendor will receive the information from our software vendor, Ulrich Software Incorporated.

The tax bills will be printed on 8 1/2" X 11" paper with a designated perforation.

The bills will need to have a minimum 5-digit for greatest depth of sort, Intelligent Mail Bar Code, NCOA, and One Code ACS compliance.

We will require a report of all address changes that are made to both Real Estate and Personal Property Accounts so we can update our files.

Real Estate and Personal Property Tax bills will be inserted into #10 window envelopes along with a #9 return envelope and mailed.

Quoted prices should include all forms, mailing envelopes, return envelopes, and services required to process the mailing of the completed tax bills.

Service provider must be able to electronically match **like** names/addresses across separate files to facilitate collation and mailing of multiple bills (Real Estate and Personal Property) in a single outgoing mail piece to reduce postage expenditures.

Service provider must be able to insert additional sheets on a conditional basis, such as an informational brochure.

6

Design and Typesetting

Quantity: 1 UOM: EA Price: \$0.00 Total: \$0.00

7

Processing and Mailing - **Real and Personal Property Tax Form**Quantity: 46000 UOM: EA Price: \$0.07 Total: \$3,220.00

Item Notes: Includes: Processing Services: Image, Fold, Presort & Mail.
Again, we are estimating the number.

8	Shipping: (From Printing Plant to Mailing Center - All lists and envelopes).			
	Quantity: <u>46000</u>	UOM: <u>EA</u>	Price: \$0.00	Total: \$0.00

9	SENATE BILL 190 STATEMENT
---	----------------------------------

1 0	#9 Special Window Envelopes - Reply			
	Quantity: <u>7000</u>	UOM: <u>EA</u>	Price: \$0.045	Total: \$315.00
Item Notes: SB 190				

1 1	#10 Special Window Envelopes - Outgoing - First Class			
	Quantity: <u>7000</u>	UOM: <u>EA</u>	Price: \$0.05	Total: \$350.00
Item Notes: SB 190				

1 2	Printing SB 190 Form estimates :			
	Quantity: <u>7000</u>	UOM: <u>EA</u>	Price: \$0.06	Total: \$420.00

1 3	Processing and Mailing - SB 190 Forms			
	Quantity: <u>7000</u>	UOM: <u>EA</u>	Price: \$0.07	Total: \$490.00
Item Notes: Includes: Processing Services: Image, Fold, Presort & Mail. Again, we are estimating the number.				

1 4	Shipping: (From Printing Plant to Mailing Center - All lists and envelopes).			
	Quantity: <u>7000</u>	UOM: <u>EA</u>	Price: \$0.00	Total: \$0.00
Item Notes: SB 190				

1 5	POSTAGE FOR MAILING REAL AND PERSONAL PROPERTY TAX FORMS AS STATED IN THIS BID.			
	Quantity: <u>1</u>	UOM: <u>ESTIMATED</u>	Price: \$0.593	Total: \$0.59

1 6	POSTAGE FOR MAILING SB 190 FORMS AS STATED IN THIS BID.			
	Quantity: <u>1</u>	UOM: <u>ESTIMATED</u>	Price: \$0.593	Total: \$0.59

Response Total: \$11,926.18



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

September 24, 2026

Ozark Mailing Service
PO Box 9303
Springfield, MO 65801
Attn: Mark Samuels
417-866-6100
msamuels@ozarkmailing.com

The Christian County Commission voted in session today to renew the contract for Process, Print and Mail Tax Bills and SB190 Statements for the Collector's Office (ITB #2025-10) to Ozark Mailing Service, LLC.

This is the first contract renewal (year two). This contract renewal will begin September 11, 2026, and will extend until the project is completed for the Collector's Printing, Processing & Mailing for year two of the contract.

Your point of contact will be Collector Ted Nichols. You can reach Collector Nichols at tnichols@christiancountymo.gov or 417-582-4330.

Johnny Williams
Western Commissioner

Date: 9-24-26

Lynn Morris
Presiding Commissioner

Date: 9/24/26

Bradley A. Jackson
Eastern Commissioner

Date: 9-24-2026



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Award: Purchase Computer Equipment for Sheriff's Office

Kim Hopkins-Will- Purchasing Manager Amy Smith - Sheriff's Office Quartermaster

Background for Commission:

The Sheriff's Office is purchasing computer equipment for patrol and investigators with grant money, utilizing cooperative contracts.

We are utilizing the Jasper County contract #JCSO 2021 001 for Quote #16582 and the Sourcewell Contract #090122PNA for Quote #16795.

The purchase is going to TurnKey Mobile Incorporated. TurnKey is a highly reputable vendor, and we have used them in the past.

This is for Toughbooks/laptop, keyboards, and power docks to be used for patrol and investigations.

COST: \$31,200 & \$47,908 = \$79,108.

Grant monies are being used for this purchase.

We recommend the approval of the computer equipment purchase for TurnKey Mobile Incorporated

ATTACHMENTS:

Quotes for Computer Equipment for Patrol and Investigators

Email for Awarded Grant - Blue Shield Grant

Law Enforcement Restitution Fund Approval

Jasper County Contract Cover page

Sourcewell Contract 090122

Requested by: purchasing@christiancountymo.gov 2026-09-21 11:19

Updated: 2026-09-21 11:19



Turn-Key
Mobile, Inc.

TURNKEY MOBILE INC

4510 Country Club Dr
Jefferson City Missouri 65109

Estimate

Estimate#	: EST-16582	Sales person/ISS	: Patrick Lee
Estimate Date	: 07/08/2026	Created By (ISS)	: Kaylee Herzberg
Expiry Date	: 09/30/2026	Purchasing Contract	: Jasper County

Bill To	Ship To
Christian County Sheriff 110 W Elm Rm 70 Ozark, Missouri 65721	Christian County Sheriff 110 W Elm Rm 70 Ozark, Missouri 65721

#	Item & Description	Qty	Rate	Amount
1	CF-33YZ-0BBM Panasonic Mk4 BSKU Win11 Pro, Intel Core i5-1345U (up to 4.7GHz), 12.0" QHD Gloved Multi Touch + Digitizer, Intel Iris Xe, 16GB, 512GB SSD OPAL, 4G EM7595, Wi-Fi 6E, Bluetooth, Dedicated GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, TPM 2.0, AMT, Standard Batteries (2), FZ-SVCFESGEN10 - Mobility Engineering Field Service, FZ-SVC512SSD3Y - 512GB SSD- TOUGH PAD No Return of Defective Drive (Years 1, 2 & 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (Years 1, 2 & 3), CF-SVCPDEP3Y - TOUGHBOOK and TOUGH PAD Premier Deployment (Years 1, 2, 3)	6	4,608.00	27,648.00
2	CF-VEK335LMP Panasonic Premium Emissive Keyboard for CF-33 Mk3, Mk4 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle /Kickstand.	6	592.00	3,552.00
3	Contract-Jasper County Jasper County Sheriff's Office Contract # JCSO 2021-001 (Computers and Network Technology)	1	0.00	0.00

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Sub Total 31,200.00

Total \$31,200.00

Authorized Acceptance Signature



Turn-Key
Mobile, Inc.

TURNKEY MOBILE INC

4510 Country Club Dr
Jefferson City Missouri 65109

Estimate

Estimate# : **EST-16795**
Estimate Date : **08/17/2026**
Expiry Date : **09/30/2026**

Sales person/ISS : **Patrick Lee**
Created By (ISS) : **LaMonica Archer**
Purchasing Contract : **SOURCEWELL # 090122**
Panasonic

Bill To

Christian County Sheriff

110 W Elm Rm 70
Ozark, Missouri 65721

Ship To

Christian County Sheriff

110 W Elm Rm 70
Ozark, Missouri 65721

#	Item & Description	Qty	Rate	Amount
1	FZ-56BZ021BM Panasonic Mk1 Win11 Pro, Intel Core Ultra 5 235H vPro (up to 5.0GHz), AMT, 14.0" WUXGA 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat. ** FZ-56 Touch models do not ship standard with a stylus or tether (FZ-VNP027U and FZ-VNT005U are separate SKUs).	10	2,899.00	28,990.00
2	FZ-SVCTCR3Y Panasonic ToughCare Coverage for Rugged Devices (FZ56) 3 Year. TOUGHCar = Accidental Damage Protection + No SSD Return + Field Engineering Support	10	315.00	3,150.00
3	FZ-VEB551U Panasonic DESKTOP DOCK FOR FZ-55, 56. USB-A (4), HDMI (2), VGA, SERIAL, LAN, KENSINGTON LOCK, POWER BUTTON. NO AC ADAPTER INCLUDED	10	485.00	4,850.00
4	CF-33YZ-0BBM Panasonic Mk4 BSKU Win11 Pro, Intel Core i5-1345U (up to 4.7GHz), 12.0" QHD Gloved Multi Touch + Digitizer, Intel Iris Xe, 16GB, 512GB SSD OPAL, 4G EM7595, Wi-Fi 6E, Bluetooth, Dedicated GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, TPM 2.0, AMT, Standard Batteries (2), FZ-SVCFESGEN10 - Mobility Engineering Field Service, FZ-SVC512SSD3Y - 512GB SSD- TOUGH PAD No Return of Defective Drive (Years 1, 2 & 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (Years 1, 2 & 3), CF-SVCPDEP3Y - TOUGHBOOK and TOUGH PAD Premier Deployment (Years 1, 2, 3)	2	4,838.00	9,676.00
5	CF-VEK335LMP Panasonic Premium Emissive Keyboard for CF-33 Mk3, Mk4 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle /Kickstand.	2	621.00	1,242.00
6	Contract-SOURCEWELL # 090122PNA (NATIONAL) Sourcewell contract 090122-PNA gives access to Panasonic Toughbooks, Accessories, Service	1	0.00	0.00

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery

Sub Total 47,908.00

Total \$47,908.00

Authorized Acceptance Signature

Kim Hopkins-Will

From: Chris Twitchel <ctwitchel@christiancountysheriff.net>
Sent: Wednesday, September 16, 2026 12:29 PM
To: Kim Hopkins-Will
Subject: FW: WebGrants - Missouri Department of Public Safety - Application - #58495 - Awarded

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

Email from state awarding the 6 laptops

From: dpswebgrants@dps.mo.gov <dpswebgrants@dps.mo.gov>
Sent: Wednesday, September 16, 2026 11:46 AM
To: Chris Twitchel <ctwitchel@christiancountysheriff.net>
Subject: WebGrants - Missouri Department of Public Safety - Application - #58495 - Awarded

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

**** DO NOT RESPOND TO THIS EMAIL ****

Dear Chris Twitchel,

The status of the following application has changed from "Approved" to "Awarded":

Program Area: Missouri Blue Shield Grant Program
Subaward Number: 58495
Organization Name: Christian County, Sheriff's Office
Project Title: SFY 2027 MBSGP- Christian Co Sheriffs Office

Please sign into WebGrants and find your award documents under the Award Documents - Need Signatures Component. Please give our staff 48 hours to load your award into the system.

You may now log into the WebGrants system at the following location:

<https://dpsgrants.dps.mo.gov/>

Minutes

Christian County Law Enforcement Restitution Fund Board

Board Meeting
Phone Conference
9/16/26

Meeting was called to order by President Brian Lindsey at 1:05 p.m. Roll call was called and a quorum established.

Board of Trustees Members Present:

Brian Lindsey

Josh Barton

Michael Burch

Rob Seiner

Susie Ballard

Board of Trustees Members Not Present: None

Public Comments: There were no public comments.

Unfinished Business:

1. No unfinished business.

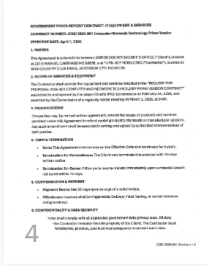
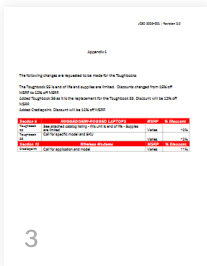
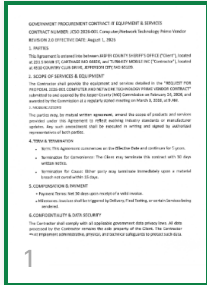
New Business:

1. New request from Sheriff Cole to purchase 12 Panasonic Toughbook ruggedized computers to support the operational needs of the Sheriff's Office Investigations and Patrol Divisions.
 - a. Equipment being replaced cannot be upgraded to current OS and presents significant security risk.
 - b. Total requested funds - \$47,908.00
 - c. Proposed technology purchase is part of state contract Sourcewell #090122.
2. Motion made by Brian Lindsey to approve proposed request from Sheriff Cole, second by Susie Ballard. Unanimous vote in favor of approving request.
3. Current LERF account balance - \$214,021.24, provided by County Treasurer.
4. Brian Lindsey has served as President of the LERF Board for several years and requested to step down.
 - a. Motion made by Susie Ballard to appoint Rob Seiner as new Board President, second by Michael Burch. Unanimous vote to appoint Rob Seiner as new Board President.
 - b. Brian Lindsey will continue to serve on Board.

Motion made by Brian Lindsey to adjourn meeting, second by Josh Barton. Vote: Unanimous in favor.

Meeting adjourned at 1:15 p.m.

Thumbnails x



GOVERNMENT PROCUREMENT CONTRACT: IT EQUIPMENT & SERVICES CONTRACT NUMBER: JCSO 2026-001 Comput REVISION 2.0 EFFECTIVE DATE: August 1, 2021

1. PARTIES

This Agreement is entered into between JASPER COUNTY at 231 S MAIN ST, CARTHAGE MO 64836, and TURNKEY MOBILE, INC. at 4510 COUNTRY CLUB DRIVE, JEFFERSON CITY, MO 64109.

2. SCOPE OF SERVICES & EQUIPMENT

The Contractor shall provide the equipment and services as detailed in the attached proposal submitted to and opened by the Jasper County (JCSO) awarded by the Commission at a regularly stated price.

3. MODIFICATIONS

The parties may, by mutual written agreement, provide updates to the Agreement to reflect evolving needs. Any such amendment shall be executed by representatives of both parties.

4. TERM & TERMINATION

- **Term:** This Agreement commences on the date of execution and shall continue until terminated by either party.
- **Termination for Convenience:** The Client may terminate this Agreement at any time without cause, provided written notice is given to the Contractor.
- **Termination for Cause:** Either party may terminate this Agreement if the other party breaches the terms of the Agreement and the breach is not cured within 15 days of written notice.





Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Panasonic Connect North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. The warranties specific to each product will be addressed in the associated documentation at the time of purchase and in the case of conflict between the warranties in the product documentation and the warranties set out in this Contract, the warranties in the product documentation control. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*. Intentionally omitted.

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier under the blanket endorsement. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors under the blanket endorsement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

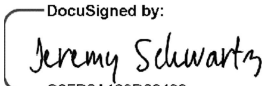
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

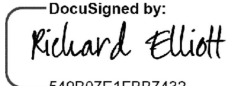
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Panasonic Connect North America, Division
of Panasonic Corporation of North America

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/11/2022 | 6:27 AM CST
Date: _____

DocuSigned by:

549B07E1FBB7432...

By: _____
Richard Elliott
Title: Vice President, Finance
11/10/2022 | 3:38 PM PST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
11/11/2022 | 6:49 AM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Panasonic Corporation of North America

Does your company conduct business under any other name? If yes, please state: Panasonic Connect North America, Division of Panasonic Corporation of North America

Address: Two Riverfront Plaza, 9th floor
Newark, NJ 07102

Contact: Karen Painter

Email: karen.painter@us.panasonic.com

Phone: 862-373-2103

Fax: 862-373-2103

HST#: 36-2786846

Submission Details

Created On: Thursday July 21, 2022 17:24:35

Submitted On: Wednesday August 31, 2022 15:01:37

Submitted By: Karen Painter

Email: karen.painter@us.panasonic.com

Transaction #: 63dcdb0c-36a3-45d1-909c-9a63c4c14353

Submitter's IP Address: 165.225.216.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Panasonic Connect North America, Division of Panasonic Corporation of North America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Panasonic Corporation of North America has the following: CAGE code: 61058 SAM Unique Entity ID HHUUYNX7A1S9	*
5	Proposer Physical Address:	Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490	*
6	Proposer website address (or addresses):	https://na.panasonic.com/us/panasonic-connect	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Regina Tokar, Vice President, Business Operations, Panasonic Connect N.A. contracts@us.panasonic.com 1-800-344-2112	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Painter, Sr. Bids Manager, Panasonic Connect N.A. Officing in Bedford, Texas karen.painter@us.panasonic.com cell 862-373-2103	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandra Mondesir-Wyche, Sr. Contract Analyst, Paralegal Bid and Contracts/Business Operations, Panasonic Connect N.A. Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 sandra.mondesir@us.panasonic.com o 201-271-3226	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In addition to what is summarized here, please refer to the uploaded PDF file, Panasonic Global Basic Business Philosophy. Panasonic Connect North America is a division of Panasonic Corporation of North America, however, on the global financial statements, reports it sales as part of the Panasonic Connect Business Unit. Panasonic Corporation of North America (PNA) is a wholly owned subsidiary of Panasonic Holdings Corporation, headquartered in Osaka, Japan. Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines, many of which are proposed for this contract. Panasonic was founded in 1918 as Matsushita Electric Appliance Manufacturing.	

The company grew quickly offering many different products.

In 1929, Mr. Matsushita refused to dismiss anyone during the Great Depression and established our Basic Company Management Objective and Company Creed (the guiding concept that determines our company's direction):

Basic Management Objective

Recognizing our responsibilities as industrialists, we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world.

Company Creed

Progress and development can be realized only through the combined efforts and cooperation of each employee of our company. United in spirit, we pledge to perform our corporate duties with dedication, diligence, and integrity.

In 1932, our corporate mission was determined:

"Our mission as industrialists is to overcome poverty and bring wealth to society. Only for this purpose will companies be allowed to prosper."

Meaning that like tap water in Japan at that time, which would flow freely from the faucet, the price of goods should be as low as possible. In other words, eliminating poverty will be accomplished by producing an inexhaustible supply of goods.

To achieve this mission, our founder set forth a 250-year plan, consisting of ten successive phases of 25 years, with the goal of achieving a "land of peace and prosperity," that is, an ideal society. "The mission of a manufacturer is to overcome poverty, to enrich society and to help people live more fulfilling lives".

In May 1933, Matsushita devised and instituted a system of autonomously managed corporate divisions, grouped according to the products they produced. They are reflected within our financial reports as Business Units.

Over the next few years, our seven core principles were solidified:

- Contribution to Society: We will conduct ourselves at all times in accordance with the Basic Management Objective, faithfully fulfilling our responsibilities as industrialists to the communities in which we operate.
- Fairness and Honesty: We will be fair and honest in all our business dealings and personal conduct. No matter how talented and knowledgeable we may be, without personal integrity, we can neither earn the respect of others, nor enhance our own self-respect.
- Cooperation and Team Spirit: We will pool our abilities to accomplish our shared goals. No matter how talented we are as individuals, without cooperation and team spirit we will be a company in name only. 1951 After World War II, company was renamed to Matsushita Electric. Mr. Matsushita visited the United States of America and engaged with people of different economic backgrounds and industries.
- Untiring Effort for Improvement: We will strive constantly to improve our ability to contribute to society through our business activities. Only through this untiring effort can we fulfill our Basic Management Objective and help to realize lasting peace and prosperity.
- Courtesy and Humility: We will always be cordial and modest, respecting the rights and needs of others in order to strengthen healthy social relationships and improve the quality of life in our communities.
- Adaptability: We will continually adapt our thinking and behavior to meet the ever-changing conditions around us, taking care to act in harmony with nature to ensure progress and success in our endeavors.
- Gratitude: We will act out of a sense of gratitude for all the benefits we have received, confident that this attitude will be a source of unbounded joy and vitality, enabling us to overcome any obstacles we encounter.

In 1955, the company introduced its "PanaSonic" brand of audio speakers for markets outside of Japan. In 1959, Matsushita Electric Corporation of America was founded. From the 1960's onward, the company continued to grow globally and finally, on October 1, 2008, the company name was officially changed to Panasonic Corporation.

The proposed TOUGHBOOK line of computers was introduced in 1996. Panasonic invented the Rugged Computer product category and is proud to continue to lead the world in sales of rugged computing devices.

For pictures and more detail, please refer to our webpages that describe our history:

<https://holdings.panasonic/global/corporate/about/history.html>

11	What are your company's expectations in the event of an award?	In addition to increasing sales for the proposed TOUGHBOOK and Audio Visual products, Panasonic Connect is soon introducing a new solution that we believe will be ideal for cities to provide to both their law enforcement agencies and their k-12 schools. Sourcewell will allow us to sell to both types of customers while offering those customers a way to avoid costly RFP processes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer the uploaded Dunn & Bradstreet report for Panasonic Corporation of North America (PNA), as well as the Investor Relations FY22 Panasonic Financial Summary, Panasonic Global Consolidated Financial Results as of 3-31-22, and the Consolidated Financial Results Supplemental as of 3-31-22, all for Panasonic Holdings Corporation headquartered in Osaka, Japan. In the Financial Summary, it shows Panasonic Holdings Corporation (Panasonic globally), reported net sales of 7,388.8 billion yen for its fiscal year ending March 31, 2022. Using an exchange rate of ¥112, this equates to US \$65.97 billion. Globally, Panasonic is financially strong and growing. As noted on page 7 of the Consolidated Financial Results Supplemental, the region consisting of North and South America accounted up 1,382.1 billion yen of the above reported number (USD\$12.34 billion). This indicates the region is stable and sales are high. As noted on page 2 of the Consolidated Financial Results Supplemental, the business unit, Mobility Solutions (where the proposed TOUGHBOOK line of products is included) had global net sales of 192.4 billion yen (US\$ 1.72 billion). This indicates the product segment is strong and in demand.	*
13	What is your US market share for the solutions that you are proposing?	Panasonic Connect's TOUGHBOOK brand is the market leader in rugged computing devices, holding a majority of market share in the rugged computer product category. Panasonic invented the rugged computing category in 1996 and continues to the market today in quality and innovation.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. Panasonic Connect North America does not sell directly into the Canadian market. All Panasonic sales in Canada of the proposed products are handled through another PNA affiliate, Panasonic Canada Incorporated (PCI). Although we may be able to add PCI to any awarded contract, we were unable to align with them in time to include PCI on this proposal.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Neither Panasonic Connect North America or Panasonic Corporation of North America have ever petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Panasonic Connect North America is best described as a manufacturer. As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of proposed products and services that will meet or exceed the requirements of any agencies that use the Sourcewell program. In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers, as well as our own Panasonic-owned US-based service center that will support our Resellers and their customers in getting the products and services that best meet their needs. All Panasonic Sales and Service personnel are Panasonic employees. However, if installation services are purchased, those are performed by vetted, authorized subcontractors.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	For this particular RFP, Panasonic holds and has uploaded our Minnesota Department of Human Rights (MDHR) Equal Pay Certificate of Compliance. Additionally, since we make ourselves available to provide services nationwide, we work to ensure all required state licenses are kept up to date and maintained.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Neither Panasonic Connect N.A. or Panasonic Corporation of North America have been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Panasonic and our TOUGHBOOK Rugged Computing Devices have received the following industry awards and recognition since 2019: • CRN 2022 Women of the Channel Awards (https://pages.thechannelco.com/CRNLists-and-Awards.html) • CRN 2021 Women of the Channel Awards • CRN 2020 Women of the Channel Awards • CRN 2019 Women of the Channel Awards • CRN 2021 Tech Innovator Awards • CRN 2020 Tech Innovator Awards • CRN 2018 Tech Innovator Awards • CRN 2017 Tech Innovator Awards • CRN 2022 Partner Program Guide • CRN 2021 Partner Program Guide • CRN 2020 Partner Program Guide • CRN 2019 Partner Program Guide • CRN 2022 Channel Chief Award • CRN 2021 Channel Chiefs Award • CRN 2020 Channel Chiefs Award • CRN 2019 Channel Chiefs Award • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-55 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-40 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-33 • PC Magazine – The Best Rugged Laptops for 2022, as of May 3: https://www.pcmag.com/picks/the-best-rugged-laptops (Four in the top 12: TOUGHBOOK G2, 55, 33, 31) • TechRadar – Best Rugged Laptops of 2022, as of May 12, 2022: https://www.techradar.com/news/best-rugged-laptops (TOUGHBOOK 33 ranked #3) • TechRadar – Best Rugged Tablets of 2022, as of March 12, 2022: https://www.techradar.com/news/the-best-rugged-tablets (TOUGHBOOK A3 ranked #3) • ZDNet Best Rugged Laptops 2022, as of April 2022: https://www.zdnet.com/article/best-rugged-laptop/ - o Best 2-in-1 Rugged: TOUGHBOOK G2 - o Best Semi-Rugged: TOUGHBOOK 55 • ZDNet 5 Best Rugged Tablets for the Toughest Customers 2022, as of May 13, 2022: https://www.zdnet.com/article/best-rugged-tablet/ (TOUGHBOOK A3 ranked as the Best Oldest Generation Rugged Tablet) • ZDNet Best 2-in-1 Laptops 2022, as of March 29, 2022: https://www.zdnet.com/article/best-2-in-1-laptop/ (TOUGHBOOK G2 ranked Best Rugged 2-in-1) • Window's Central Best Rugged Laptop 2022, as of June 1, 2022: https://www.windowcentral.com/best-rugged-laptop (Top two ranked Rugged laptops) - o TOUGHBOOK 33 ranked as the Best Overall - o TOUGHBOOK 55 ranked as the Runner-Up • Window's Central Best Laptop with a Removable Battery 2021: https://www.windowcentral.com/best-laptop-removable-battery (TOUGHBOOK 55 ranked Best Overall) • Window's Central Best Business Laptops 2022, as of May 31: https://www.windowcentral.com/best-business-laptop (TOUGHBOOK G2 named Best Rugged) • Gold Award Winner of the Event Market in the B2B Roadshow Category https://www.eventmarketer.com/event/ex-awards-2022/ Panasonic's proposed projectors and video solutions products have been recognized as follows: 2018 • R&S Staging System Award – Best Video Projector – PT-MZ670U Projector • AOA Builds – Best in Show at Digital Graffiti – PT-RZ21KU Projector • rAve Best of InfoComm Award – Best Video Wall – TH-55LFV8 2019 • Projector Central Best in Show 2019 InfoComm – PT-VMZ Series Projectors & PT-RQ22 Projector 2020 • AVNation Best of 2020 Awards • Projector Central 2020 Best of the Year • 2020 SCN Installation Production Award – PT-RCQ10 Projector

		2021 • The EdTech Awards 2021 (Two Finalists) • Projection Expo 2021 Best of Show Awards • Projector Central 2021 Best of the Year Awards – PT-RCQ10 & PT-MZ880 Projectors 2022 • 2022 LAVNCH CODE Out of This World Experiences Award (Illuminarium honorable mention) • Church Production: Top 5 Products from InfoComm – PT-RQ25KU Projector Best of NAB 2022 • Projector Central - Best of InfoComm 2022 – PT-VMZ71 Projector & PTRQ25KU Projector • Production HUB Awards of Excellence 2022 • Sound & Video Contractor – 2022 Innovation Product Award – PT-FRQ50U Projector & AW-UE50 PTZ Camera Panasonic Corporation of North America itself has won the following awards: • Certified Great Place to Work 2022-2023 • Minority Engineer Magazine Top 50 Employers 2018, 2021 • Woman Engineer Magazine Top 50 Employers 2018, 2020 • Interbrand Best Global Brands 2018-2019 • STEM Workforce Diversity Magazine Top 50 Employers 2018-2019 • Talent Board Candidate Experience Award 2018 • Achievers 50 Most Engaged Workplaces 2018 See more here: https://careers.na.panasonic.com/ca/life-panasonic/awards	
20	What percentage of your sales are to the governmental sector in the past three years	Panasonic Connect North America sales of the proposed products are approximately 62% to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Panasonic Connect North America sales of the proposed products are less than 5% to the education sector. Panasonic Connect will soon be releasing a new solution that will be used by the K-12 sector. We are hoping to use Sourcewell to reach that audience.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Please see the uploaded PDF document in the "additional documents" zipped folder, PANASONIC CONTRACT SALES that will detail the individual contracts. However, to summarize, Panasonic Connect holds 10 cooperative purchasing contracts with annual sales as follows: FY21: \$50,557,428.03 FY20: \$62,655,706.93 FY19: \$54,054,843.50 Please note that Panasonic's fiscal year is April 1st - March 31st.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A. Panasonic Connect N.A. does not hold any GSA contracts or have Standing Offers and Supply Arrangements. All GSA contracts and SOSA contracts that sell Panasonic products are held by Panasonic Authorized Resellers.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Government	Government	District of Columbia - DC	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to all branches of the United States Department of Defense as well as Homeland Security and others.	Not available as all sales are handled by resellers and that is their confidential information	Panasonic averages over \$100 million in sales of the proposed products to the US Federal Government every year.	*
Not Available	Government	California - CA	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to the California Highway Patrol	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Virginia - VA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Pennsylvania - PA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Ohio - OH	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	In addition to our 1300+ Panasonic Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs. Like all our salespeople, Panasonic Connect's Account Managers are full-time employees, however, they work out of their homes in the territory that they support, so they can quickly assist Resellers and their customers in person. Additionally, each of our territories is supported by a Field Engineer that also works out of their home to be able to provide quick service and support if needed. Please see the uploaded PDF in the "additional documents" zipped folder, Panasonic Connect Sales Organizations, to see how territories are laid out and supported.	*
27	Dealer network or other distribution methods.	Panasonic Connect N.A. has over 1300 Panasonic Authorized Resellers that can sell the proposed products across the nation. Working with Panasonic Professional Services Group, our Resellers can assure delivery and service commitments are met. Panasonic Authorized Resellers are not owned, operated, or employed by Panasonic; they are usually small business located near the customers they serve.	*

28	Service force.	Panasonic's Professional Services Group is based in Overland Park, Kansas. The 25,000 square foot facility is Panasonic-owned and its employees are Panasonic employees. A satellite office with 150,000 square feet is also maintained in Memphis, Tennessee. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of these two facilities with TOUGHBOOK laptops and tablets handled by our Kansas facility and TOUGHBOOK handheld devices handled by our Tennessee facility. The centralized location of these two locations ensures quick return on warranty repairs. Panasonic Connect Professional Services Group has two different phone lines: Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. Calls focus on trouble shooting and repairs. Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Panasonic Connect will only sell its products through Authorized Panasonic Resellers; they are responsible for taking orders, invoicing, and receiving payments. For order processing, Panasonic will maintain a list of contractually approved Authorized Resellers who are allowed to sell off of the Sourcwell contract and can accept orders online, by telephone, or via email. The allowed Panasonic Resellers will have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of these Resellers will have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and that the expectations of Sourcwell and all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance. When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport. Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Panasonic is now one of the only OEM rugged PC manufactures who own and operate our own U.S.-based service repair centers. Customer service surrounding an order, invoice and/or payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer service about warranty, repair, and repair status, call the Panasonic Professional Services Group – aka “ProServices” – at 913-685-8855, Monday through Friday, 6:30am – 6pm Central Time. The ProServices Technical Support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5. Panasonic Connect ProServices strives to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person (we don’t have voicemail), 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour. The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds. Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months. Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With over 1300 Panasonic Authorized Resellers across the nation, including Alaska, Hawaii, and its territories, Panasonic Connect North America is able and willing to provide our products and services to any Sourcewell participating entity in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this point, Panasonic Connect N.A. cannot provide products and services to Sourcewell participating entities in Canada. However, given the opportunity, Panasonic Connect North America may be able to align with our PNA-affiliate, Panasonic Canada Incorporated, and add them to our contract so that they may provide the proposed products and services to Canada participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	At this point, Canada is the only geographic area that will not be served with the proposed contract. However, given the opportunity, Panasonic Connect N.A. may be able to align with our PNA-affiliate, Panasonic Canada Incorporated (PCI), to provide coverage for that geographic area as well.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A. Panasonic Connect is prepared to sell to any participating entity within the United States that chooses to use the Sourcewell contract. The other cooperative purchasing contracts we participate on do not restrict us from promoting another contract. *	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Normal shipping for deployment and warranty service is provided to Hawaii and Alaska, however, shipping to / from US Territories for deployment and warranty service may require an additional charge that will be determined at time of sale and included with the applicable deployment service SKU for the product.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Panasonic’s executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic’s sales leadership will announce the contract award and note Sourcewell as the initial contract vehicle offering these new solutions. The Sourcewell contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and education institutions across the country. During the first 90 days of the contract, Panasonic will promote sales of the latest

solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the Sourcewell contract, products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory quarterly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will work with Sourcewell to develop a targeted marketing campaign for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, and limited time promotional discounts. After the first 90 days, we can continue to build on this initial summary plan by working with our nationwide sales team and our designated authorized reseller partners.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the Sourcewell Marketing representative(s), will compose and coordinate the following marketing campaigns:

- Customized, co-branded flyers to promote the Sourcewell contract.
- Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.
- Social media awareness campaigns directing customers to the new Panasonic Sourcewell web portal to learn more about the contract and contact us if interested.
- Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.
- Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.
- Reseller partners outbound program to their customers.
- Webinars to educate and inform Panasonic resellers on how best to utilize the new Sourcewell contract.
- Conference calls and webinars to educate customers on the value proposition of the contract.
- Participation on Advisory Councils with customers to promote contract awareness.
- Offer demo units to customers for no-cost product evaluations, if applicable.
- Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.
- Case studies with specific end-user solutions.

Panasonic's dedicated Sourcewell Contract website will include:

- Sourcewell standard logo
- Copy of original Request for Proposal
- Copy of Sourcewell master contract and all amendments between the Principal

Procurement Agency and Panasonic Connect North America

- Summary of products and pricing
- Marketing materials
- Electronic link to Sourcewell's website, including the online registration page
- Other Sourcewell contact information

The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Panasonic Connect has a strong online presence with social media posts regularly made on various sites such as LinkedIn, Instagram, etc. We also have a robust public relations program regularly featuring our products in industry blogs.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Panasonic would expect Sourcewell to include our logo in its advertising or contract directory, as well as provide the opportunity to provide content to The Source quarterly publication. The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads. Panasonic sales team will use Sourcewell to help agencies simplify their procurement process. The availability of the contract will be a key talking point with prospects. The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows as highlighted in Question 36 above, further providing the opportunity to evangelize the Sourcewell contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
-----------	----------	------------	--

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Panasonic Connect, via its Professional Services Group's Consulting Services, can provide optional training designed to meet a participating entity's specific needs. Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues. Consulting services include: • Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup — including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance. • Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions. • Worker ride-along. Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort. • Image consulting. Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production. • IT staff augmentation. Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite. • Training. Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage). • Custom software development and integration. With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems. Please refer to the to the uploaded Panasonic Services Collateral zip drive for more information.
41	Describe any technological advances that your proposed products or services offer.	Panasonic is known for high quality products. In 1996, we introduced the rugged computing category with our TOUGHBOOK branded laptop built for the Navy Seals. Since then, we have built that brand to include an extensive list of rugged and semi-rugged laptops, 2-in-1's, tablets, and handheld computing devices. What makes TOUGHBOOK different? We design and test our devices to military standards so that they withstand harsh environments and ensure our products work when they are supposed to - for the people that need them to work in life threatening situations. Combined with software and services, our mobile computers keep pace with the needs of organizations across a range of industries, providing innovation that continues to set the standard for durable, reliable, purpose-built hardware. Backing our devices are the strongest warranties in the business, industry-leading management software and the ProServices team, a U.S.-based network of engineers, industry experts and repair centers. Panasonic Connect is committed to working closely with Sourcewell participating entities to plan, test and deploy the right mobile technology for their actual working environment, to keep running with the least amount of disruption. Panasonic Connect proposed Audio-Visual equipment helps create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment. Please refer to the uploaded Panasonic Product Collateral in the zipped drive for more information.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Ahead of many other companies, Panasonic set forth its own Environmental Charter in 1991. We believe that to be a company that leads the way in addressing environmental issues, we must continue taking proactive steps from a variety of perspectives, including minimizing the damage to the environment by our products and services and reducing the amount of energy we use in our production activities. Panasonic Corporation's Environmental Statement: Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all. Panasonic Corporation's Environmental Action Guidelines: Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders. (1) Initiatives to address environmental challenges - We will reduce CO2 emissions through production activities and products/services. - We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing. - We will conserve water resources through efficient use of water and prevention of contamination. - We will reduce the impact of chemical substances on human health and the environment. - We will consider and conserve biodiversity. (2) Initiatives based on collaboration with stakeholders - We will provide products and services that create environmental value for customers with our technical strengths. - We will expand our environmental contributions with our partner companies. - We will deepen communications with local communities and work as a team to address environmental challenges. By our fiscal year 2031, Panasonic globally has committed to achieve net zero in-house emissions. To see more about our commitments and our plans, please visit: https://holdings.panasonic/global/corporate/sustainability.html
----	---	---

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Panasonic is a huge advocate of the ENERGY STAR program. The ENERGY STAR program sets high standards designed to save energy, save money and help protect the environment for future generations. All of our products are ENERGY STAR rated and we have been a partner of the program since 2010. In March of 2020, Panasonic of North America was recognized as the 2020 ENERGY STAR Partner of the Year. This is a Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR. Panasonic's accomplishments are recognized by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). The proposed Panasonic TOUGHBOOK laptops and tablets are also all EPEAT Bronze certified; they are listed here: https://epeat.net/computers-and-displays-search-result/page-1/size-25?manufacturerId=341 Regarding life-cycle design, Panasonic is introducing the idea of the circular economy and moving forward in efforts to promote effective utilization of resources and maximization of customer value. The circular economy activities we promote have two aspects: 1) creation of circular economy businesses, and 2) evolution of recycling-oriented manufacturing. In the United States and Canada, Panasonic continues to play a leadership role in developing recycling infrastructure across, mainly through MRM (Electronic Manufacturers Recycling Management Company, LLC), which we joined with Sharp Electronics Corporation and Toshiba America Information Systems Company to establish in 2007. MRM is tasked with bringing manufacturers together into a collaborative effort to provide convenient and environmentally sound collection and recycling to consumers. MRM now provides collection and recycling for over 40 manufacturers, including Panasonic. The cumulative total of collection by MRM has exceeded 1 billion lbs. (1.13 billion lbs. approximately 511,000 tons) since its inception in 2007. MRM Recycling: MRM provides turn-key assistance to manufacturers in complying with the many state producer responsibility requirements for electronic waste (ewaste). Manufacturers can participate with MRM to comply with the regulatory requirements in the various states and can also take advantage of MRM's National Mailback Recycling Program to have an immediate consumer recycling program that provides environmentally responsible recycling opportunities for their consumers across the country. • MRM sets up and runs recycling programs in states with ewaste laws. MRM ensures that all programs are approved and in compliance, vets ewaste recyclers to ensure they use environmentally responsible recycling techniques and end markets, and provides ongoing assistance to all companies participating with MRM. • MRM tracks compliance deadlines, provides relevant information to manufacturers to use when filing all state forms and registrations, reports recycling results for companies wherever possible and provides step-by-step instructions for reporting and registrations, and handles all interactions with various state regulatory agencies to ensure plan approval. Recycling Service Panasonic Connect's convenient end-of-life service disposes of your retired devices in an environmentally responsible way. To obtain a shipping label for free recycling of your TOUGHBOOK product, please visit the MRM home page at www.mrmrecycling.com and click on "Mail back your product" under "Recycle now". Or call MRM at (888)769-0149. If you wish to recycle just your battery, please visit the Call2Recycle home page at https://www.call2recycle.org and click on "Where to Recycle" under "Recycling 101". If you are a recycling company and need instructions for proper recycling of Panasonic Mobility products please call 1-800-LAPTOP-5. Recycling Standards MRM works with a small group of environmentally responsible recyclers to ensure that all material recycled in the MRM program is managed in an environmentally responsible manner. 100% of the electronics in MRM's electronics recycling program are recycled by Third Party Certified Recyclers. All recyclers are either eStewards Certified, R2 certified, or both.
----	--	---

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Panasonic Corporation, as a publicly held company, does not qualify for the business certifications noted in this question. However, Panasonic actively promotes the usage of such designated businesses in our supply chain as well as in the recruitment of Authorized Panasonic Resellers.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Panasonic invented the rugged computer category in 1996 with the introduction of the TOUGHBOOK brand of laptops, built for the Navy Seals. We are the market leader in this space and manufacture the highest quality and most tested devices to those workers whose lives depend on the equipment they use. Law Enforcement agencies across the nation rely on TOUGHBOOK computers to help them get home safe to their family. In addition to leading-class hardware, our Professional Services Organization is owned by Panasonic and based in the United States. They provide unsurpassed services in software configuration, deployment, repair, call center, warehousing, asset management, etc., for agencies that demand 24-hour support, 365 days a year, with a live person.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. Please see the zip file with Panasonic Warranty Collateral which details the specifics for each proposed product category. Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. Warranties do not cover failures or defects that are caused by fire, intentional acts, loss, theft, improper maintenance, modification, or service by anyone other than a Panasonic Authorized Service Provider, or damage that is attributable to events outside of human control or activity ("Acts of God").	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Panasonic's standard warranty does not cover technicians' travel time and mileage. Under most warranties, a customer may call Technical Support for an RMA and receive a shipping label from Panasonic to return their device to the Panasonic Professional Services Group for warranty repair. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. If desired, a customized warranty program may be designed for a participating entity that would include on-site service. We encourage customers to work with their Panasonic Authorized Reseller to determine enhanced warranty options offered by Panasonic Connect.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions of the United States (Canada is not applicable at this time) can access a Panasonic Certified Technician by shipping their device to the Panasonic Professional Services Group for warranty repair. Panasonic will provide the shipping label when the customer calls the Technical Support line to receive their RMA.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Panasonic is a build to order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. An agency should work directly with their chosen Panasonic Authorized Reseller to resolve any product issues and Panasonic Connect will assist as best as possible.	*
52	Describe any service contract options for the items included in your proposal.	Panasonic Connect offers many service contract options that can extend or enhance the standard warranty. (Please see the uploaded zip file with Panasonic Warranty Collateral for the ProServices Brochure.) - Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of warranty repair costs and IT workload. ENHANCED WARRANTIES FOR TOUGHBOOK DEVICES - Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises. - Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates. - Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries. - Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements. SPECIALIZED REPAIR SERVICES 24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email, and accept payment via EFT. Some resellers accept credit cards but may charge a processing fee.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. A customer should work directly with their Authorized Panasonic Reseller who will work with their Panasonic Account Manager to get details.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. All terms and conditions are detailed in our warranty documentation. If desired, Panasonic Connect Professional Services Group can provide a Service Level Agreement customized to a participating entity's needs. These documents are considered proprietary and therefore a sample cannot be provided at this time.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. Any cost associated with the use of the P-Card will be determined by the Reseller of choice.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *																																	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Panasonic Connect's pricing model is based on the product category discounts as noted below in line item 58. Also, please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List. This document shows individual line items with skus, discounts, and pricing.	*																																
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<table><thead><tr><th>PRODUCT CATEGORY</th><th>DISCOUNT % OFF MSRP</th></tr></thead><tbody><tr><td>Fully Rugged TOUGHBOOK</td><td>16%</td></tr><tr><td>Semi-rugged TOUGHBOOK</td><td>13%</td></tr><tr><td>TOUGHBOOK Tablet/2-in-1</td><td>12%</td></tr><tr><td>TOUGHBOOK Handheld</td><td>9%</td></tr><tr><td>TOUGHBOOK Accessory</td><td>11%</td></tr><tr><td>TOUGHBOOK Service</td><td>0%</td></tr><tr><td>Pro AV/Pro Audio</td><td>10%</td></tr><tr><td>Pro AV Accessory</td><td>10%</td></tr><tr><td>Pro AV Service</td><td>0%</td></tr><tr><td>Display</td><td>16%</td></tr><tr><td>Display Accessory</td><td>10%</td></tr><tr><td>Display Service</td><td>0%</td></tr><tr><td>Projector</td><td>38%</td></tr><tr><td>Project Accessory</td><td>5%</td></tr><tr><td>Projector Service</td><td>0%</td></tr></tbody></table>	PRODUCT CATEGORY	DISCOUNT % OFF MSRP	Fully Rugged TOUGHBOOK	16%	Semi-rugged TOUGHBOOK	13%	TOUGHBOOK Tablet/2-in-1	12%	TOUGHBOOK Handheld	9%	TOUGHBOOK Accessory	11%	TOUGHBOOK Service	0%	Pro AV/Pro Audio	10%	Pro AV Accessory	10%	Pro AV Service	0%	Display	16%	Display Accessory	10%	Display Service	0%	Projector	38%	Project Accessory	5%	Projector Service	0%	*
PRODUCT CATEGORY	DISCOUNT % OFF MSRP																																		
Fully Rugged TOUGHBOOK	16%																																		
Semi-rugged TOUGHBOOK	13%																																		
TOUGHBOOK Tablet/2-in-1	12%																																		
TOUGHBOOK Handheld	9%																																		
TOUGHBOOK Accessory	11%																																		
TOUGHBOOK Service	0%																																		
Pro AV/Pro Audio	10%																																		
Pro AV Accessory	10%																																		
Pro AV Service	0%																																		
Display	16%																																		
Display Accessory	10%																																		
Display Service	0%																																		
Projector	38%																																		
Project Accessory	5%																																		
Projector Service	0%																																		

59	Describe any quantity or volume discounts or rebate programs that you offer.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. While Panasonic sets the "not to exceed" price with this contract, each Reseller is able to offer better pricing through quantity or volume discounts, or other types of incentives, based on their own business model and the competitive environment in their locality.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Panasonic Connect offers the products of its Strategic Alliance Hardware and Software Partners on our price list with their own SKUs, pricing, and applied discounts. If another product is desired to be added to the price list and is approved by our Product Managers, it, too, will be given its own SKU and priced accordingly. Please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs associated with the normal acquisition of our products have been addressed. Special circumstances that might affect pricing would include a rush delivery, requiring delivery on a Saturday, delivering to a unionized facility, and delivering to U.S.Territories. All participating entities should work closely with their Panasonic Authorized Reseller to ensure any potential abnormalities with their order that might affect the total cost of the acquisition have been addressed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Shipping to US Territories may incur an additional fee. Canada is not included in the proposal at this time. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery may be available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Panasonic Professional Services Group offers consulting services and can custom-tailor desired delivery methods or options. Participating entities desiring this service should work with their chosen Panasonic Authorized Reseller and Panasonic Account Manager to reach out to the ProServices team for a quote.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to government regulations, Panasonic is not allowed to offer better discounts than those offered on other cooperative procurement contracts. However, our resellers are free to offer additional discounts to customers that choose to buy off the Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, Panasonic Connect will set up a website similar to what we have done for other cooperative procurement contracts as found in the drop down menu here: https://na.panasonic.com/us/government-contracts . Please click on the down arrow just to the right of the term, Government Contracts v, and that will show you all the websites we have created for the cooperative procurement contracts we hold. On this site, we will provide contract details and pricing, which can be used by Sourcewell participating entities to audit pricing and ensure compliance with the Master Agreement terms. To ensure we and or our Authorized Resellers submit the proper administrative fee to Sourcewell depends on the Resellers that are authorized to sell on the Sourcewell contract, properly report their sales as scheduled. This will be monitored via Panasonic's Salesforce entries to ensure sales are properly reported.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for success will be sales through the contract. If sales are made through the Sourcewell contract and then grow year over year, then the contract will be considered successful by Panasonic Connect.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Panasonic Connect proposes and administrative fee of 1% that will be paid by us or reseller for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. We understand this fee is typically calculated as a percentage of our sales under the Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
-----------	----------	------------

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to what is written below, please refer to the uploaded product and service collateral in the zipped folder. Panasonic Connect is pleased to offer its award-winning TOUGHBOOK line of rugged computing devices as well as its Professional Audio-Visual Equipment that are used in conjunction with the rugged devices by Law Enforcement professionals across the United States. From military bases to patrol cars, on the shop floor or in a lab, on the road or in the field, Panasonic is helping to keep organizations moving forward. Engineered to withstand drips, drops, dust and grime TOUGHBOOK® computers thrive and survive in the hardest of environments. Panasonic is committed to delivering mobile computing solutions that help participating entities get the job done, wherever it takes them. • Select TOUGHBOOK mobile devices go beyond the standard safety testing to achieve Hazardous Locations Class 1 Div 2 certification¹, TPM 2.0 and are TAA compliant, approved for government deployment. • Panasonic and its partners design a wide assortment of heavy-duty docks, mounts and other peripherals including barcode readers, printers and mag-strip readers—to expand and enhance the TOUGHBOOK capabilities. • Panasonic values keeping backward compatibility to allow customers to save the expense and hassle of replacing vehicle docks every time a new model is introduced. • Panasonic is the only major manufacturer that designs, builds and tests its mobile devices in its own factory—allowing quality control, consistency and parts availability to be monitored every step of the way. Panasonic devices are over five times more reliable than the average laptop used by businesses across America. And not only are TOUGHBOOK units purpose-built to withstand extreme mobile environments, but they have the exclusive Panasonic ProServices support team standing behind them. To help ensure uninterrupted worker productivity and efficiency, Panasonic offers support and services throughout the lifecycle of your mobile computing device. Panasonic ProServices for TOUGHBOOK include: • Pre-deployment consulting • Engineering design and field engineering expertise • Deployment services (imaging, asset tagging, etc.) • Warranty coverage and maintenance services Also included with our proposal as accessories to the TOUGHBOOK rugged computer devices are Panasonic Connect Professional Audio-Visual equipment. Panasonic's ProAV devices and displays help create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Panasonic Connect has the following subcategory titles: Fully Rugged Laptop Semi Rugged Laptop Rugged Tablet Rugged Handheld TOUGHBOOK Accessories TOUGHBOOK Service Display Display Accessory Display Service Projector Projector Accessory Pro AV Camera Pro Audio Pro AV Accessory Pro AV Service

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	☒ Yes ☐ No	TOUGHBOOK devices are used by Law Enforcement personnel across the country in their every day duties.	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	TOUGHBOOK tablets and handheld devices are used by Law Enforcement personnel across the country for traffic safety enforcement.	*
73	Crime scene management and evidence collection equipment and supplies	☒ Yes ☐ No	TOUGHBOOK laptops, tablets and handheld devices are used by Law Enforcement personnel across the country for crime scene management and incident reporting.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☒ Yes ☐ No	TOUGHBOOK handheld devices are used by Law Enforcement personnel as tactical equipment.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Panasonic Connect Professional Services Group offers services that relate to the use of our TOUGHBOOK devices.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Panasonic - Sourcewell Law Enforcement Price List.xlsx - Wednesday August 31, 2022 11:54:40
 - [Financial Strength and Stability](#) - Panasonic Financial Strength and Stability Documents.zip - Wednesday August 31, 2022 11:56:32
 - [Marketing Plan/Samples](#) - Panasonic Sourcewell Sample marketing piece.pdf - Wednesday August 31, 2022 12:02:13
 - [WMBE/MBE/SBE or Related Certificates](#) - EQUAL PAY CERTIFICATE PANASONIC SYSTEM SOLUTIONS COMPANY OF NORTH AMERICA.pdf - Wednesday August 31, 2022 12:02:44
 - [Warranty Information](#) - Panasonic Warranty Collateral zipd.zip - Wednesday August 31, 2022 12:04:32
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Panasonic Additional Documents zipd.zip - Wednesday August 31, 2022 12:10:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Regina Tokar, Vice President, Business Operations, Panasonic Connect North America, Division of Panasonic Corporation of North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2



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

September 24, 2026

Turn-Key Mobile, Inc.
4510 Country Club Drive
Jefferson City, Missouri 65109

The Christian County Commission voted in session today to award the contract for Computer Equipment for Patrol and Investigators to Turn-Key Mobile, Inc., utilizing Jasper County Sheriff's Office Contract #JCSO 2021-001 and Sourcewell Contract #090122NPA.

Your point of contact is Sheriff Brad Cole. Sheriff Cole can be reached at 417-581-2332 or by email at BCole@christiancountysheriff.net.

Johnny Williams
Western Commissioner

Date: 9-24-26

Lynn Morris
Presiding Commissioner

Date: 9/24/26

Bradley A. Jackson
Eastern Commissioner

Date: 9-24-2026



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

RFP 2026 9 Painting Services

Kim Hopkins-Will Richard Teague

RFP #2026-9 Painting Services

Christian County submitted RFP #2026-9 for Painting Services. This is to paint the back half of the Justice Center Building.

The bid went out to 81 potential bidders.

Note: 15 painters from the area were notified.

A mandatory pre-proposal conference was held, and three vendors attended the meeting. They were 417 Paint Pros, Branson Paint Company and Melvin Painting Company.

Due to the weather, we would like to put this on the Commission meeting as soon as possible.

The bids close Tuesday morning. I will email the recommendation as soon as it's ready.

ATTACHMENTS:

RFP 2026 9 Painting Services
Pictures of building to be painted
Scope of Work

Requested by: purchasing@christiancountymo.gov 2026-09-21 10:18

Updated: 2026-09-21 10:39



2026-9

PAINTING SERVICES

Issue Date: 9/3/2026

Questions Deadline: 9/17/2026 09:00 AM (CT)

Response Deadline: 9/22/2026 09:00 AM (CT)

Contact Information

Contact: Kim Hopkins Purchasing Manager

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Email: khopkins@christiancountymo.gov

Event Information

Number: 2026-9
Title: PAINTING SERVICES
Type: Request for Proposal
Issue Date: 9/3/2026
Question Deadline: 9/17/2026 09:00 AM (CT)
Response Deadline: 9/22/2026 09:00 AM (CT)
Notes:

REQUEST FOR PROPOSAL #2026-9 PAINTING SERVICES

INTRODUCTION:

Christian County is accepting proposals for **Request for Proposal #2026-9 PAINTING SERVICES** in accordance with the requirements stated herein. The purpose of this request for proposal is to enter into an agreement with a qualified vendor to provide **PAINTING SERVICES** for Christian County, in Ozark, Missouri, 65721.

The successful bidder will be responsible for Painting the back part of the exterior of the County Building located at 110 West Elm Street Ozark, Missouri. The successful vendor will follow the Scope of Work attached. Also see Exhibit A under the ATTACHMENTS tab.

TERMS: Christian County seeks an initial contract term for the project duration.

BUSINESS DAYS FOR COMPLETION: Indicate how many **business days** it will take to complete the project under the **ATTRIBUTES** tab.

QUESTIONS:

Please submit questions online through the Christian County Electronic Bidding portal before **Thursday, September 17, 2026, at 9:00 a.m.** Christian County will review all submitted questions and issue an Addendum with answers, when applicable.

ADDENDUMS:

If it becomes necessary to revise any portion of this RFP package, or if additional information is necessary to clarify any provision or respond to questions, the revision and/or additional information will be provided through the bidding portal.

ONLINE REGISTRATION:

Christian County requires online bid submittals as it helps to expedite the bidding process and to alleviate errors. Click on the following link: <https://christiancountymo.ionwave.net/Login.aspx> and follow the directions to register. **No faxed or emailed** submittals will be accepted. Christian County maintains a list of vendors in our online vendor registration database. It is the vendor's responsibility to update contact information. The Christian County Commission office is not obligated to send invitations to vendors. Christian County fulfills its legal requirements by posting a notice in the local paper. Christian County will send out Addendums through the online portal, it will be the bidders responsibility

to verify in the portal any addendums that are issued.

PREPROPOSAL CONFERENCE:

A preproposal conference will be held on **Wednesday, September 9, 2026, at 9:00 a.m.** The meeting will be held at:

Christian County Employee Services Building
Purchasing Conference Room
202 W. Elm Street
Ozark, Missouri 65721

This is a MANDATORY preproposal conference. Vendors **must** attend the conference in order to bid. Please contact Purchasing at **purchasing@christiancountymo.gov**

RFP OPENING:

Proposals will be unsealed publicly at **9:00 a.m. September 22, 2026**. Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

BACKGROUND:

The Christian County Justice Center is approximately 26 years old. This building has never been repainted.

TERMS AND CONDITIONS:

View under **ATTACHMENTS** tab.

EVALUATION AND SELECTION PROCESS:

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, vendors may be short listed, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

EVALUATION CRITERIA:

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

70% Total Cost, including but not limited to the Cost in the Proposal and Line Items.

30% Adherence to RFP requirements, including but not limited to:

Firm Qualifications, Declaration Page, Answers to Questions in the Attributes tab, Exceptions to our T&C's and References.

Note: A poor/negative reference may result in disqualification.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

CONTRACT DOCUMENTS:

See Attached **Christian County Agreement for Services Contract** under the **ATTACHMENTS TAB**.

PROPRIETARY INFORMATION:

Christian County is a governmental agency and practices open government. All records belonging to the County Commission are open records and available to all members of the public, with the exception of attorney/client documents. Therefore, any document you provide to the Commission will be considered an open record and available to anyone wanting a copy of it.

AWARD OF THE CONTRACT:

The Commission will award the RFP to the lowest and best value bidder. The best vendor may not be the one that provides the lowest price. Christian County Purchasing Agent reserves the right to reject in whole, or in part any and all proposals, to waive any formalities, and to accept the proposal determined to be in the best interest of the county. This solicitation may also be canceled in whole or in part if determined to be in the best interest of the county.

It is also important to note that should additional Federal or State of Missouri changes happen after an award has been made for this contract, as this may be the case effective April 1, 2027 per the FCC order. So as not to interrupt County Jail operations, the County may consider amending the contract to reflect the new price changes or commissions to Christian County that would be mandated. The County reserves the right to negotiate these prices and commission if applicable, or to rebid this contract should this be in the best interest of the County.

INSURANCE REQUIREMENTS:

See insurance requirements attached in ATTACHMENTS tab.

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.

DECLARATION PAGE FORM:

A DECLARATION PAGE FORM is provided under the **ATTACHMENTS** 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. The Declaration Page must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporations to the proposal. The names and titles of all the persons signing shall be typed or printed below their signatures. 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.

NOTE: FAILURE TO UPLOAD A COMPLETED DECLARATION PAGE FORM MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

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. It's County seat is in 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.

END OF SECTION

Bid Activities

Pre-Proposal Conference/Site Visit - Mandatory

9/9/2026 9:00:00 AM (CT)

PREPROPOSAL CONFERENCE:

A preproposal conference will be held on **Wednesday, September 9, 2026, at 9:00 a.m.** The meeting will be held at:

**Christian County Employee Services Building
Purchasing Conference Room
202 W. Elm Street
Ozark, Missouri 65721**

Vendors **must** attend the conference. Please contact Purchasing at **purchasing@christiancountymo.gov** to register by September 12th before 4:00 p.m. In the email, include the Company Name and the representatives who will attend.

Bid Attachments

DECLARATION PAGE Rev. 1.pdf

[View Online](#)

DECLARATION PAGE. PLEASE FILL OUT, SIGN, AND UPLOAD FOR YOUR BID TO BE REVIEWED. FAILURE TO UPLOAD THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

CHRISTIAN COUNTY BIDDER RESPONSIBILITIES TERMS AND CONDITIONS 2026.pdf

[View Online](#)

CHRISTIAN COUNTY TERMS AND CONDITIONS

CC Insurance Requirements rev 010626.pdf

[View Online](#)

INSURANCE REQUIREMENTS

E-Verify Affidavit of Compliance for Christian County form.pdf

[View Online](#)

E-VERIFY AFFIDAVIT OF COMPLIANCE

Scope of Work.pdf

[View Online](#)

SCOPE OF WORK

EXHIBIT A.pdf

[View Online](#)

EXHIBIT A - PICTURES OF BUILDING

SAMPLE - CC Agreement for Services 090226.pdf

[View Online](#)

CHRISTIAN COUNTY SAMPLE OF AGREEMENT FOR SERVICES

Requested Attachments

DECLARATION PAGE UPLOADED HERE

(Attachment required)

Upload the Declaration Page Form here.

SUBCONTRACTORS

Upload your subcontractors' names and major suppliers of material and equipment you intend to use on the job. If no document is uploaded, this will serve as a not applicable.

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

1	Christian County Terms and Conditions Please download and thoroughly review the Christian County Bidder Requirements Terms and Conditions and acknowledge your acceptance below. ☐ I have downloaded and read the attachment.. <i>(Required: Check if applicable)</i>
2	No Deviations or Exceptions I certify that there are NO deviations or exceptions to the attached Christian County Terms and Conditions. ☐ Yes ☐ No <i>(Required: Check only one)</i>
3	Exceptions to Christian County Bidder Requirements Terms and Conditions If respondent indicated above, there ARE exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423, (by clicking NO above) please provide details below. If no exceptions, please enter N/A. <i>(Required: Maximum 4000 characters allowed)</i>
4	TERM OF CONTRACT The term of the contract shall continue through completion of the painting of the building. Time is of the essence, due to weather, in performing all work under this Agreement. 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.
5	BIDDER REQUIREMENTS BIDDER REQUIREMENTS
6	Requirements SCOPE OF WORK: See SCOPE OF WORK under the ATTACHMENTS TAB .

7 BUSINESS DAYS FOR COMPLETION

Please indicate how many **BUSINESS DAYS** it will take to complete this project.

Note: We understand that weather cannot be forecast accurately; we want to know how long it would take to complete the project under good weather conditions.

(Required: Maximum 1000 characters allowed)

8 REFERENCES

REFERENCES

Please provide three references below. Minimum of Five (5) Years' Experience Providing Commercial Painting. Please note that we may request additional references.

A poor or negative reference may result in disqualification. Also note that Christian County is not limited to contacting just the three references listed by the prospective bidders.

9 Reference #1

Please provide a references of a company 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:

Project Name include dates:

(Required: Maximum 4000 characters allowed)

1
0

Reference #2

Please provide a references of a company 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:
Project Name include dates:

(Required: Maximum 4000 characters allowed)

1
1

Reference #3

Please provide a references of a company 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:
Project Name include dates:

(Required: Maximum 4000 characters allowed)

1
2

Subcontractors

Each bidder must submit with its proposal the names of all **Subcontractors** and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

List items to be subcontracted with proposed subcontractor. Upload this under Response Attachments.

☐ I have read and will comply.

(Required: Check if applicable)

1
3**Vendor's Personnel Qualifications**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

☐ I have read and will comply.

(Required: Check if applicable)

1
4**Background Checks by Contractor**

Does your company perform background checks and drug screening on your employees?

☐ Yes ☐ No

(Required: Check only one)

1
5**Background Checks by Christian County**

If requested, the vendor shall provide a list of names, social security numbers, and date of birth for each such personnel who will be providing services to Christian County buildings. In addition, the vendor must notify Christian County of any additions/changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services

☐ I have read and will comply.

(Required: Check if applicable)

1
6**Submission Responses****Submission Responses**

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

1
7**Anti-Collusion Statement**

By submitting a proposal in response to this request for proposal, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said proposal 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 RFP.

☐ Yes

(Required: Check if applicable)

1
8**Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

1 9	Incurred costs The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor agents, employees, assigns or others, whether related or not to vendor.
2 0	AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE 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. A copy of the affidavit is attached to this RFP. 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)).
2 1	TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE A 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.
2 2	INVOICES Please note that all invoices will be sent directly to: invoices@christiancountymogov
2 3	COMPANY HISTORY/FIRM QUALIFICATIONS Company History/Firm Qualifications Title Page: Include company name, address, telephone number, fax number, email address and contact name. <i>(Required: Maximum 4000 characters allowed)</i>

2
4

HISTORY AND FIRM QUALIFICATIONS

A brief history of the company, including but not limited to: ownership, date business started, (including business name changes), mission statement, number of clients pertaining to this RFP, etc.

(Required: Maximum 4000 characters allowed)

2
5

CERTIFICATIONS

Provide any certifications you may have for the industry standards, if applicable.

(Optional: Maximum 4000 characters allowed)

2
6

QUALIFICATIONS

Include the following documentation of qualifications:

Copy of any license(s)

Copy of certification(s)

Copy of registration(s)

Provide a copy of any document required by the State of Missouri, local or federal authorities having jurisdiction for the vendor to perform the work of this project.

(Required: Maximum 4000 characters allowed)

2
7

KEY PERSONNEL

Key Personnel/Staffing:

Project Manager/Other Key Personnel:

Provide the Project Manager name, contact information and provide a copy of their resumes. Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.

(Required: Maximum 4000 characters allowed)

28	EQUIPMENT USAGE
	List the specific equipment and material storage requirements
(Required: Maximum 4000 characters allowed)	

29	PRICING
	Pricing will be a LUMP SUM project and be entered under the LINE ITEMS TAB .

30	OSHA
	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.)

Bid Lines

1	This price is a LUMP SUM price that includes everything in the Scope of Work. (Response required)
	Quantity: <u> 1 </u> UOM: <u> LUMP SUM </u> Price: \$ Total: \$
	Supplier Notes:
	☐ No bid ☐ Additional notes (Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

EXHIBIT A

3 PICTURES

THE BACK AND SIDE OF THE BUILDING



West Side of Building



East side of the building



Back of Building

Scope of Work

Exterior Painting of County Building

1. Project Overview

The County is seeking proposals from qualified painting contractors to provide all labor, materials, equipment, supervision, tools, transportation, protection, cleanup, and incidentals necessary to prepare and paint the exterior surfaces of the designated County building. The work shall result in a clean, sound, properly prepared surface and a complete exterior coating system suitable for long-term adhesion, appearance, and durability.

2. Scope of Work

The contractor shall inspect all exterior surfaces included in the project limits and complete all preparation and painting necessary for a finished, uniform, professional appearance. Surfaces may include, but are not limited to, exterior walls, trim, doors, frames, fascia, soffits, vents, railings, exposed metal components, masonry, previously painted surfaces, and other physical items identified by the County before bidding.

3. Surface Preparation

Surface preparation is a critical part of this scope. The contractor shall prepare all areas to be painted so that surfaces are clean, dry, sound, and free of contaminants that may interfere with coating adhesion, including dirt, mildew, mold, chalking, loose paint, peeling paint, rust, oil, grease, dust, cobwebs, nests, vegetation residue, and other debris.

3.1 Power Washing and Cleaning

- Power wash all exterior surfaces scheduled to receive paint or primer to remove dirt, mildew, mold, algae, chalking, cobwebs, insect nests, loose surface contamination, and other debris.
- Use appropriate cleaning solutions, mildew treatment, pressure settings, spray tips, and procedures for each substrate to avoid damaging wood, masonry, metal, sealants, windows, doors, roofing, landscaping, or adjacent surfaces.
- Rinse all cleaned surfaces thoroughly to remove cleaning residue.
- Allow surfaces to dry completely before scraping, sanding, priming, caulking, patching, or painting.

- Cleaning shall be sufficient to expose peeling, failing, damaged, or deteriorated paint and foundation areas requiring scraping, sanding, repair, spot priming, or other preparation.

3.2 Scraping, Sanding, and Removal of Loose Coatings

- Scrape all loose, peeling, flaking, blistered, cracked, or otherwise unsound paint to a firm edge.
- Feather-sand scraped edges as needed to reduce ridges and provide a sound transition between existing coatings and bare or exposed substrate.
- Remove all sanding dust and loose particles before applying primer or finish coats.
- Do not paint over loose, peeling, chalky, damp, mildew-contaminated, or otherwise unsound surfaces.

4. Repairs, Caulking, and Substrate Conditions

- Notify the County in writing of any damaged, rotten, rusted, deteriorated, wet, loose, or unsafe substrate conditions discovered during preparation.
- Minor surface patching, filling of small cracks or holes, and preparation of existing painted surfaces shall be included unless specifically excluded by the bidder.
- Caulk open joints, gaps, cracks, seams, and penetrations where appropriate using high-quality, exterior-grade, paintable sealant compatible with the coating system.
- Replacement of rotten wood, major substrate repairs, structural repairs, masonry reconstruction, or concealed damage repair shall be identified separately as an allowance, unit price, or change order item unless included in the bidder's proposal.

5. Priming

- Spot-prime all bare, scraped, patched, repaired, rust-treated, stained, chalky, or otherwise exposed substrate areas with primer appropriate for the surface and finish coating.
- Prime surfaces in accordance with the paint manufacturer's written recommendations.
- Use rust-inhibitive primer on properly prepared ferrous metal surfaces where required.
- Primer shall be dry and properly cured before finish coats are applied.

6. Paint Materials and Application

- Provide premium-quality, exterior-grade paint and primer suitable for the existing substrate, exposure, and building conditions.
- Paint brand, product line, colors, and sheen shall be submitted by the County to the Contractor.
- Apply paint by brush, roller, or spray methods appropriate for the surface and manufacturer's recommendations.
- Apply a minimum of **two finish coats**
- Finished surfaces shall be uniform in color, coverage, sheen, and texture and shall be free of runs, sags, lap marks, holidays, overspray, peeling, blistering, or visible missed areas.

7. Protection of Property and Public Areas

- Protect windows, doors, signage, lighting, cameras, landscaping, sidewalks, parking areas, roofing, gutters, vehicles, public entrances, and adjacent property from cleaning solution, paint, dust, overspray, and debris.
- Provide drop cloths, masking, coverings, barricades, signage, and other protective measures as needed.
- Maintain safe pedestrian and staff access to the County building unless temporary access restrictions are approved in advance. The County will work with the Contractor to ensure that parking is restricted near the painting area.
- Contractor shall be responsible for damage caused by its operations and shall clean, repair, or replace affected areas at no additional cost to the County.

8. Weather and Site Conditions

- Do not apply coatings during rain, fog, excessive wind, freezing conditions, or when surface or air temperatures are outside the coating manufacturer's recommended range.
- Do not paint damp surfaces or surfaces that have not fully dried after washing or weather exposure.
- Schedule work to minimize disruption to County operations and coordinate staging, parking, access, and working hours with the County representative.

9. Cleanup and Disposal

- Remove all paint chips, scraping debris, masking materials, empty containers, cleaning residue, and project-related waste from the site daily and at project completion.
- Dispose of all waste materials in accordance with applicable local, state, and federal requirements.
- Leave the work area clean, orderly, and safe at the end of each workday.

10. Inspection, Touch-Up, and Acceptance

- Upon completion, the contractor shall inspect all painted surfaces and correct deficiencies, missed areas, thin coverage, drips, overspray, damaged coating, or other unacceptable conditions.
- The contractor shall participate in a final walkthrough with the County representative and complete all punch-list items before final acceptance.
- Final acceptance shall be based on proper surface preparation, complete coverage, uniform finish, clean edges, protected adjacent surfaces, and site cleanup.

11. Bid Requirements

- Bid shall include all labor, materials, equipment, lifts, scaffolding, safety equipment, mobilization, surface preparation, primer, paint, protection, cleanup, and closeout necessary to complete the work.
- Bidder shall provide what they propose for the paint manufacturer, product line, primer, finish coat, number of coats (minimum two), sheen, and warranty.
- Bidder shall state any exclusions, assumptions, alternates, unit prices, allowances, or conditions affecting the bid.
- Bidder is responsible for field-verifying measurements, access conditions, substrate conditions, and quantities before submitting a bid.
- Any work not specifically excluded shall be considered included if reasonably necessary to provide a complete exterior painting project.

12. Specific Paint Requirements

- **Concrete Section:** Paint shall be Sherwin-Williams or equivalent and match the existing paint colors. Apply two coats.
- **Red Trim Areas:** Paint shall be Sherwin-Williams or equivalent and match the existing trim paint colors. Apply two coats.
- **Railing and Hand Rails:** Paint shall be Sherwin-Williams (Sher-Cryl) or equivalent and match the existing railing and hand rails. Apply two coats.
- **Exterior Faces of Entry doors: Qty of 5** - Paint: shall be Sherwin-Williams (Sher-Cryl) or equivalent and match the existing exterior faces of entry doors. Apply two coats.
- **Garage Doors (Overhead Doors) on West Side of Building: Qty of 4** – Paint: shall be Sherwin-Williams or equivalent and match the existing red trim.
- **2 Round Pipe Bollards: Qty of 2.** Paint: shall be Sherwin-Williams (Sher-Cryl) or equivalent and match the existing pipe bollard color.

END OF SCOPE OF WORK



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

September 24, 2026

Branson Paint Company
902 W Oklahoma St
Branson, MO 65616
Attn: Daniel Johnson
bransonpaintco@gmail.com
417-231-6751

Re: RFP #2026-9 Painting Services

The Christian County Commission voted in session today to award the contract for Painting Services (RFP #2026-9) to Branson Paint Company.

Your point of contact will be Maintenance Supervisor Richard Teague. You can reach Mr. Teague by email at maintenance@christiancountymo.gov or by phone at 417-839-3186.



Johnny Williams
Western Commissioner

Date: 9-24-26



Lynn Morris
Presiding Commissioner

Date: 9/24/26



Bradley A. Jackson
Eastern Commissioner

Date: 9-24-2026



Christian County Commission

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

Christian County
Purchasing Department
202 W. Elm Street
Ozark, MO 65721
PH: 417-582-4309

Service Provider
Company Name: Branson Paint Company
Attn: Daniel Johnson
Address: 902 W. Oklahoma Street, Branson, MO 65616

Phone: 417-231-6751
Email: bransonpaintco@gmail.com

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 24th day of September, 2026 (Date of last County signature), by and between the County of Christian, hereinafter referred to as the "County", and Branson Painting Company, hereinafter referred to as the "Service Provider".

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Christian County location(s) the Justice Center Building.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Scope of Services, (RFP for Painting Services) included herein.

Per RFP #2026-9 Painting Services & Addendum One & Attachments
RFP Response from Branson Paint Company

- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **September 24, 2026** ("Commencement Date") and shall continue until through the completion of the project.
- D. **Party Representatives:**
D.1. The County designates the following person to act on County's behalf: **Richard Teague**, Maintenance Supervisor. The Contractor designates the following person to act on Contractor's behalf: **Daniel Johnson**
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement. Per RFP #2026-9, proposal compensation will be a lump sum of \$48,501.08.
2. **SECTION TWO - INSURANCE AND INDEMNIFICATION**
See Insurance Requirements under the ATTACHMENTS tab.

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than **\$533,000.00** per person and **\$3,550,000.00** for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>
- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or **\$1,000,000.00**, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,500,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section

537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.9. 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **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.

- d. 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.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., 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:

- a. 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
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymmo.org/purchasing/index.php>. 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). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.6. Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of

the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.

- 3.15. Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18.** Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County Employee Services
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the

Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

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: [Signature]
Lynn Morris, Presiding Commissioner

Date: 9/24/26

By: [Signature]
Bradley A. Jackson, Eastern Commissioner

Date: 9-24-2026

By: [Signature]
Johnny Williams, Western Commissioner

Date: 9-24-26

Company Name: Branson Paint Company

By: [Signature]

Title: OWNER

AUDITOR CERTIFICATION

ATTEST BY: [Signature]
Paula Brumfield, Christian County Clerk,

I certify that the expenditure contemplated by this 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.

APPROVED TO AS FORM:

By: [Signature]
N. Austin Fax, Christian County Counselor

[Signature]
Amy Dent, Christian County Auditor

9/24/26
Date



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Fire Alarm Monitoring - Circuit Court Building

Kim Hopkins-Will Richard Teague

This contract covers fire alarm monitoring at the Circuit Court Building.

NetWatch is a Christian County company that the County has worked with for quite some time. This contract would be for one year, with options to renew annually for an additional five years.

Cost: \$600 annually for monitoring

Austin Fax has reviewed and approved the contract.

Richard Teague approves of the vendor.

I recommend approving the Fire Alarm Monitoring contract with NetWatch.

ATTACHMENTS:

Agreement for Services for Fire Monitoring

Signature Page

NetWatch Quote for Fire Monitoring

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-09-18 10:35

Updated: 2026-09-18 13:24



Christian County Commission

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

Christian County
Purchasing Department
202 W. Elm Street
Ozark, MO 65721
PH: 417-582-4309

Service Provider
Company Name: NetWatch Incorporated
Attn: Casey Mustion
Address: 123 W. Sherman Way, Nixa, MO. 65714
Phone: 417-883-4788
Email: cmustion@netwatchip.com

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 24 day of September, 2026 (Date of last County signature), by and between the County of Christian, hereinafter referred to as the "County", and NetWatch Incorporated, hereinafter referred to as the "Service Provider".

PART I – FUNDAMENTAL TERMS

- A. Location of Project:** Christian County Circuit Court Building, located at 102 W. Walnut Street, Ozark, Missouri 65721.
- B. Description of Services/Goods to be Provided:** Provide goods/services in accordance with NetWatch Quote #005584v for Fire Alarm Monitoring for the Circuit Court Building.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **January 1, 2027** ("Commencement Date") and shall continue until **December 31, 2027**, with the option to renew for five additional one-year periods.
- D. Term and Conditions:** The Christian County Bidder Responsibilities Terms and Conditions rev. 11.20.25 (EXHIBIT A), and this Agreement will supersede all other terms and conditions. The TIPS Cooperative Contract 260101 is used to purchase this service with NetWatch.
- E. Party Representatives:**
- D.1.** The County designates the following person to act on County's behalf: **Richard Teague, Maintenance Supervisor**. The Contractor designates the following person to act on Contractor's behalf: **Casey Mustion**.
- F. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- G. Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with Christian County's terms and conditions (**EXHIBIT A**) and this Agreement, Contractor shall provide the goods and/or services shown on the **Quote #005584 v1.**, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement. **For year one, the budget is \$600 annually.** Optional additional years may be negotiated based on market conditions and must be mutually agreed upon by both parties. The County Commission must approve the optional renewals annually, when applicable.

1.9.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

See Insurance Requirements under the ATTACHMENTS tab.

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than **\$533,000.00** per person and **\$3,550,000.00** for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>. The limits are revised by the State of Missouri Department of Commerce & Insurance (DCI) each year and can be found under the Industry Limits and Caps Sovereign Immunity Limits.
- 2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or **\$1,000,000.00**, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,500,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and

retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. 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.
- d. 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.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., 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:

- a. 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
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. 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). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any

way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.13. Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18.** Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be

effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County Employee Services
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED 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
Date: _____

Company Name: _____

By: (signature) _____

Printed Name: _____

By: _____
Johnny Williams, Western Commissioner
Date: _____

Title _____

Date: _____

By: _____
Bradley A. Jackson, Eastern Commissioner
Date: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

I certify that the expenditure contemplated by this document is within the purpose of 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.

Approved as to form:

By: _____
N. Austin Fax, Christian County Counselor

Amy Dent, Christian County Auditor

Date



NetWatch

Safe | Secure | Connected™

Christian County Life Safety Inspections - TIPS Contract #260101 Assistive Technology and Services

Quote #005584 v1

Christian County
Kimberly Hopkins-Will
khopkins@christiancountymo.gov

Scott Menzel
smenzel@netwatchfire.com

Overland Park Office

7520 Shawnee Mission Pkwy, Ste 10
Overland Park, KS 66202

Nixa Corporate Office

123 W. Sherman Way
Nixa, MO 65714

Joplin Office

920 E Daugherty
Webb City, MO 64870

General Terms

This proposal was prepared based on the following:

TIPS Contract #260101 Assistive Technology and Services

Annual Life Safety Inspections

Key Inspection Tasks:

Annual Fire Alarm- All Duct Detectors, Heat Detectors, Manual Fire Alarm Boxes, and Smoke Detectors to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All Visual and Audible fire alarm notification appliances(to include speakers) and Door Releasing devices to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All fire alarm equipment signal notification to monitoring center to be tested. The results and completion dates to be documented.

Annual Fire Alarm- Automatic smoke-detection shutdown devices for air handling equipment to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All sliding and rolling fire doors, smoke barrier sliding or rolling doors in corridor walls and partitions to be tested for proper operation and full closure. The results and completion dates to be documented.

Annual Sprinkler- All vane-type and pressure-type water flow devices and all tamper switches to be tested by flowing each sprinkler system. The main drains will be opened to verify pressures. The results and completion dates to be documented.

Annual Backflow Preventor- All Backflow preventors to be tested using a calibrated test kit measuring the differential pressure or relief opening to confirm they meet standards. The results and completion dates to be documented & filed with the proper water authority.

Annual Fire Extinguisher-All fire extinguishers to be visually checked for damage & proper pressure reading. The last service date will be noted and the extinguisher will be re-tagged. Extinguishers require 6 and 12 year maintenance servicing. The 6/12 year maintenance cost is not included in this proposal. The results and completion dates to be documented.

Annual Kitchen Hood Ansul System-All kitchen hood system equipment to be operated to verify proper operation. This includes operating the manual pull station, verifying mechanical gas valve operation, and replacing nozzle caps. All fusible links to be replaced. The results and completion dates to be documented.

All Inspections to be completed based on Code Requirements of the following codes:

- Fire Alarm - NFPA 72-2022 Edition
- Wet Sprinkler - NFPA 25-2023 Edition
- Fire Extinguishers - NFPA 10-2022 Edition
- Kitchen Hood - NFPA 17A-2024 Edition

Historic Courthouse - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	13	\$7.50	10.00%	\$6.75	\$87.75
Emergency Light Inspection	27	\$17.00	10.00%	\$15.30	\$413.10
				Subtotal:	\$500.85

Resource Management - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	3	\$7.50	10.00%	\$6.75	\$20.25
Emergency Light Inspection	1	\$17.00	10.00%	\$15.30	\$15.30
Subtotal:					\$35.55

Employee Services Building - TIPS Contract #260101

Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	3	\$7.50	10.00%	\$6.75	\$20.25
Emergency Light Inspection	5	\$17.00	10.00%	\$15.30	\$76.50
Subtotal:					\$96.75

Justice Center - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	8	\$7.50	10.00%	\$6.75	\$54.00
Emergency Light Inspection	21	\$17.00	10.00%	\$15.30	\$321.30
				Subtotal:	\$375.30

Jail - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	18	\$7.50	10.00%	\$6.75	\$121.50
Annual Fire Alarm Inspection	16	\$122.00	10.00%	\$109.80	\$1,756.80
Fire Sprinkler Inspection	1	\$175.00	10.00%	\$157.50	\$157.50
Back Flow Preventor Inspection	2	\$85.00	10.00%	\$76.50	\$153.00
Semi-Annual Kitchen Hood System Inspection	1	\$295.00	10.00%	\$265.50	\$265.50
				Subtotal:	\$2,454.30

Circuit Court - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	10	\$7.50	10.00%	\$6.75	\$67.50
Emergency Light Inspection	51	\$17.00	10.00%	\$15.30	\$780.30
Annual Fire Alarm Inspection	16	\$122.00	10.00%	\$109.80	\$1,756.80
Fire Sprinkler Inspection	1	\$175.00	10.00%	\$157.50	\$157.50
Back Flow Preventor Inspection	2	\$85.00	10.00%	\$76.50	\$153.00
Semi-Annual Kitchen Hood System Inspection	1	\$295.00	10.00%	\$265.50	\$265.50
				Subtotal:	\$3,180.60

Circuit Court Building Fire Alarm Monitoring Takeover - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Resideo Series LTE / IP Single or Dual Path Commercial Fire Communicator, AT & T	1	\$988.80	63.59%	\$360.00	\$360.00
Ultratech Battery - For UPS, Electric Power System (EPS), Emergency Backup Power Supply, Alarm System, Security System, Communication Power supply, Auto Control System, Multipurpose, Power Supply - Battery Rechargeable - 5000 mAh - 12 V	1	\$37.99	28.93%	\$27.00	\$27.00
Honeywell Home CELL-ANT3DB Weatherproof External 4G/LTE Cellular Antenna Kit	1	\$259.98	44.23%	\$145.00	\$145.00
Honeywell Home 7626-50HC 50' RF Cellular Antenna Coax Cable for AlarmNet Systems, N- Male to N-Male	1	\$422.93	46.80%	\$225.00	\$225.00
Project Materials, Installation Hardware, Misc. Items, etc.	1	\$295.00	13.56%	\$255.00	\$255.00
Fire Alarm Wiring & Device Installation Labor	2	\$125.00	10.00%	\$112.50	\$225.00
				Subtotal:	\$1,237.00

Quarterly Recurring

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Fire Alarm Cellular Monitoring	\$150.00	\$150.00	1	\$150.00	\$150.00
				Quarterly Subtotal:	\$150.00
				Subtotal:	\$150.00

Christian County Life Safety Inspections - TIPS Contract #260101 Assistive Technology and Services



Prepared by:
Nixa
 Scott Menzel
 (417) 883-4788
 smenzel@netwatchfire.com

Prepared for:
Christian County
 202 W. Elm Street
 Ozark, MO 65721
 Kimberly Hopkins-Will
 (417) 582-5330
 khopkins@christiancountymo.gov

Quote Information:
Quote #: 005584

 Version: 1
 Delivery Date: 08/21/2026
 Expiration Date: 08/31/2026

Quote Summary

Description	Amount
Historic Courthouse - TIPS Contract #260101 Assistive Technology and Services	\$500.85
Resource Management - TIPS Contract #260101 Assistive Technology and Services	\$35.55
Employee Services Building - TIPS Contract #260101 Assistive Technology and Services	\$96.75
Justice Center - TIPS Contract #260101 Assistive Technology and Services	\$375.30
Jail - TIPS Contract #260101 Assistive Technology and Services	\$2,454.30
Circuit Court - TIPS Contract #260101 Assistive Technology and Services	\$3,180.60
Circuit Court Building Fire Alarm Monitoring Takeover - TIPS Contract #260101 Assistive Technology and Services	\$1,237.00
Quarterly Recurring	\$150.00
Total:	\$8,030.35

Quarterly Expenses Summary

Description	Amount
Quarterly Recurring	\$150.00
Quarterly Total:	\$150.00

Nixa

Christian County

Signature: _____

Signature: _____

Name: Scott Menzel

Name: Kimberly Hopkins-Will

Title: Partner

Date: _____

Date: 08/21/2026

Terms and Conditions

1. **THIRD-PARTY INDEMNIFICATION:** When Buyer in the ordinary course of business has the property of others in his custody, or the alarm system extends to protect the persons or property of others, or the alarm system is monitored by others, Buyer agrees to and shall indemnify, defend and hold harmless NetWatch, Inc., its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including NetWatch, Inc.'s performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of NetWatch, Inc., its employees or agents.

2. **NetWatch, Inc. IS NOT AN INSURER: LIQUIDATED DAMAGES,** (1) IT IS UNDERSTOOD AND AGREED THAT COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY BUYER; THAT PAYMENTS PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND ARE UNRELATED TO THE VALUE OF BUYER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN BUYER'S PREMISES. BUYER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO BUYER BECAUSE OF, AMONG OTHER THINGS: a. The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System is designed to protect or avert; b. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c. The inability to ascertain what portion, if any, of any loss would be proximately caused by NetWatch, Inc.'s failure to perform or its equipment to operate; d. The nature of the System installed by NetWatch, Inc.

3. (2) Buyer understands and agrees that if NetWatch, Inc. should be found liable for loss or damage due from failure of NetWatch, Inc. to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, NetWatch, Inc.'s liability shall be limited to \$250.00 as liquidated damages and not as penalty and this liability shall be exclusive, and that provisions of this Section shall apply to loss of damage, irrespective of cause or origin results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of NetWatch, Inc., its agents, assigns, or employees. In the event that the Buyer wishes NetWatch, Inc. to assume greater liability, Buyer has the right to obtain from NetWatch, Inc. a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold NetWatch, Inc. as an insurer.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ONCE SIGNED DOCUMENT BECOMES LEGAL AND BINDING CONTRACT.

Invoice payment is due within 15 days. Please be advised that we may charge 1% interest per month on invoices that are 30 days past due.



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

September 24, 2026

NetWatch Incorporated
123 W. Sherman Way
Nixa, Missouri 65714
Attn: Casey Mustion
417-883-4788
cmustion@netwatchip.com

The Christian County Commission voted in session today to award NetWatch Incorporated a contract for fire alarm monitoring services for the Christian County Circuit Court Building.

The contract will commence on October 1, 2026, and run through September 30, 2027, for an initial term of one calendar year, with options to renew for five additional one-year terms.

The designated point of contact for this contract is Richard Teague. Mr. Teague may be reached at 417-839-3186.


Johnny Williams
Western Commissioner

Date: 9-24-26


Lynn Morris
Presiding Commissioner

Date: 9/24/26


Bradley A. Jackson
Eastern Commissioner

Date: 9-24-2026



Christian County Commission

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

Christian County
Purchasing Department
202 W. Elm Street
Ozark, MO 65721
PH: 417-582-4309

Service Provider
Company Name: NetWatch Incorporated
Attn: Casey Mustion
Address: 123 W. Sherman Way, Nixa, MO. 65714
Phone: 417-883-4788
Email: cmustion@netwatchip.com

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 24 day of September, 2026 (Date of last County signature), by and between the County of Christian, hereinafter referred to as the "County", and NetWatch Incorporated, hereinafter referred to as the "Service Provider".

PART I – FUNDAMENTAL TERMS

- A. Location of Project:** Christian County Circuit Court Building, located at 102 W. Walnut Street, Ozark, Missouri 65721.
- B. Description of Services/Goods to be Provided:** Provide goods/services in accordance with NetWatch Quote #005584v for Fire Alarm Monitoring for the Circuit Court Building.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on January 1, 2027 ("Commencement Date") and shall continue until December 31, 2027, with the option to renew for five additional one-year periods.
- D. Term and Conditions:** The Christian County Bidder Responsibilities Terms and Conditions rev. 11.20.25 (EXHIBIT A), and this Agreement will supersede all other terms and conditions. The TIPS Cooperative Contract 260101 is used to purchase this service with NetWatch.
- E. Party Representatives:**
- D.1.** The County designates the following person to act on County's behalf: Richard Teague, Maintenance Supervisor. The Contractor designates the following person to act on Contractor's behalf: Casey Mustion.
- F. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- G. Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with Christian County's terms and conditions (**EXHIBIT A**) and this Agreement, Contractor shall provide the goods and/or services shown on the **Quote #005584 v1.**, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement. **For year one, the budget is \$600 annually.** Optional additional years may be negotiated based on market conditions and must be mutually agreed upon by both parties. The County Commission must approve the optional renewals annually, when applicable.

1.9.

2. **SECTION TWO - INSURANCE AND INDEMNIFICATION**
See Insurance Requirements under the ATTACHMENTS tab.

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than **\$533,000.00** per person and **\$3,550,000.00** for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>. The limits are revised by the State of Missouri Department of Commerce & Insurance (DCI) each year and can be found under the Industry Limits and Caps Sovereign Immunity Limits.
- 2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or **\$1,000,000.00**, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,500,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and

retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. 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.
- d. 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.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., 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:

- a. 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
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. 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). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any

way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be

effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County Employee Services
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED 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: [Signature]
Lynn Morris, Presiding Commissioner
Date: 9/24/26

By: [Signature]
Johnny Williams, Western Commissioner
Date: 9-24-26

By: [Signature]
Bradley A. Jackson, Eastern Commissioner
Date: 9-24-2026

Company Name: NetWatch, Inc
By: (signature) [Signature]
Printed Name: Casey Mustion
Title VP
Date: 9/21/26

ATTEST BY: [Signature]
Paula Brumfield, Christian County Clerk

A circular seal for Christian County, Missouri. The outer ring contains the text "CHRISTIAN COUNTY, MISSOURI". The inner circle contains the word "SEAL".

Approved as to form:

By: [Signature]
N. Austin Fax, Christian County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of 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.

[Signature]
Amy Dent, Christian County Auditor
Date: 9/24/26



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Award: Life Safety Inspections

Kim Hopkins-Will Richard Teague

Background for Commission:

Christian County Maintenance currently ensures the County buildings listed below receive annual Life Safety inspections. We have previously used JCI for this service. The contract is up for renewal, and we searched for better pricing. We found a vendor, NetWatch Incorporated, that is highly reputable and part of TIPS Cooperative Contract #260101, which we participate in the TIPS Cooperative. We have also used this vendor since 2018.

The Life Safety Inspection service includes inspections of fire extinguishers, emergency lights, annual fire alarm inspection, fire sprinklers, backflow preventers, and semi-annual kitchen hood systems (for the Jail).

This service will include the following buildings:

- Christian County Historic Courthouse, 100 W. Church Street, Ozark, MO.
- Resource Management Building, 1106 W. Jackson Street, Ozark, MO.
- Employee Services Building, 202 W. Elm Street, Ozark, MO.
- Justice Center Building 110 W. Elm Street, Ozark, MO.
- Jail "A" located in the Justice Center Building, 110 W. Elm Street, Ozark, MO
- Circuit Court Building, 102 W. Walnut, Ozark, MO.

The contract would begin January 1, 2027, through December 31, 2027, with five options to renew.

COST: \$5664.25 annually

Note: By utilizing this new vendor, the County will realize \$5700 in annual savings.

Attorney Fax reviewed and approved the contract.

Richard Teague approves of the vendor.

We recommend approving the Life Safety Inspections contract with NetWatch Incorporated under TIPS Cooperative Contract #260101.

ATTACHMENTS:



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Agreement for Services for Life Safety Inspections

Signature Page

NetWatch Quote for Fire Inspections

Award Letter for Fire Inspections

Requested by: purchasing@christiancountymo.gov 2026-09-18 14:45



Christian County Commission

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

Christian County
Purchasing Department
202 W. Elm Street
Ozark, MO 65721
PH: 417-582-4309

Service Provider
Company Name: NetWatch Incorporated
Attn: Casey Mustion
Address: 123 W. Sherman Way, Nixa, MO. 65714
Phone: 417-883-4788
Email: cmustion@netwatchip.com

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 24 day of September, 2026 (Date of last County signature), by and between the County of Christian, hereinafter referred to as the "County", and NetWatch Incorporated, hereinafter referred to as the "Service Provider".

PART I – FUNDAMENTAL TERMS

- A. Location of Project:** Christian County, located at multiple locations;
- Christian County Historic Courthouse, 100 W. Church Street, Ozark, MO.
 - Resource Management Building, 1106 W. Jackson Street, Ozark, MO.
 - Employee Services Building, 202 W. Elm Street, Ozark, MO.
 - Justice Center Building 110 W. Elm Street, Ozark, MO.
 - Jail – located in the Justice Center Building, 110 W. Elm Street, Ozark, MO
 - Circuit Court Building, 102 W. Walnut, Ozark, MO.
- B. Description of Services/Goods to be Provided:** Provide goods/services in accordance with NetWatch Quote #005584v1 for annual life safety inspections for the County, including, but not limited to, fire extinguisher and emergency light inspections.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **January 1, 2027** ("Commencement Date") and shall continue until **December 31, 2027**, with the option to renew for five additional one-year periods.
- D. Party Representatives:**
- D.1.** The County designates the following person to act on County's behalf: Richard Teague, Maintenance Supervisor. The Contractor designates the following person to act on Contractor's behalf: Casey Mustion.
- E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with Christian County's terms and conditions (**EXHIBIT A**) and this Agreement, Contractor shall provide the goods and/or services shown on the **Quote #005584 v1.**, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement. Inspection pricing will be based on the **actual quantities of Fire Extinguishers, Fire Sprinklers, Emergency Lights, Backflow Preventer Inspection, Semi-Annual Kitchen Hood System Inspection, and annual Fire Alarm Inspection for each building the County seeks inspections.** See Quote #005584v1 for year one pricing. Optional additional years may be negotiated based on market conditions and must be mutually agreed upon by both parties. The County Commission must approve the optional renewals annually, when applicable.
2. **SECTION TWO - INSURANCE AND INDEMNIFICATION**
See Insurance Requirements under the ATTACHMENTS tab.
- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. Contractor's Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. Comprehensive General Liability Insurance -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than **\$533,000.00** per person and **\$3,550,000.00** for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>
- 2.4. Workers Compensation Insurance -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or **\$1,000,000.00**, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. Commercial Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than **\$500,000.00** per claimant and **\$3,500,000.00** for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claim made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and

retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. 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.
- d. 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.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., 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:

- a. 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
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. 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). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any

way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.13. Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18.** Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be

effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County Employee Services
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED 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
Date: _____

Company Name: _____

By: (signature) _____

Printed Name: _____

By: _____
Johnny Williams, Western Commissioner
Date: _____

Title _____

Date: _____

By: _____
Bradley A. Jackson, Eastern Commissioner
Date: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

I certify that the expenditure contemplated by this document is within the purpose of 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.

Approved as to form:

By: _____
N. Austin Fax, Christian County Counselor

Amy Dent, Christian County Auditor

Date



NetWatch

Safe | Secure | Connected™

Christian County Life Safety Inspections - TIPS Contract #260101 Assistive Technology and Services

Quote #005584 v1

Christian County
Kimberly Hopkins-Will
khopkins@christiancountymo.gov

Scott Menzel
smenzel@netwatchfire.com

Overland Park Office

7520 Shawnee Mission Pkwy, Ste 10
Overland Park, KS 66202

Nixa Corporate Office

123 W. Sherman Way
Nixa, MO 65714

Joplin Office

920 E Daugherty
Webb City, MO 64870

General Terms

This proposal was prepared based on the following:

TIPS Contract #260101 Assistive Technology and Services

Annual Life Safety Inspections

Key Inspection Tasks:

Annual Fire Alarm- All Duct Detectors, Heat Detectors, Manual Fire Alarm Boxes, and Smoke Detectors to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All Visual and Audible fire alarm notification appliances(to include speakers) and Door Releasing devices to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All fire alarm equipment signal notification to monitoring center to be tested. The results and completion dates to be documented.

Annual Fire Alarm- Automatic smoke-detection shutdown devices for air handling equipment to be tested. The results and completion dates to be documented.

Annual Fire Alarm- All sliding and rolling fire doors, smoke barrier sliding or rolling doors in corridor walls and partitions to be tested for proper operation and full closure. The results and completion dates to be documented.

Annual Sprinkler- All vane-type and pressure-type water flow devices and all tamper switches to be tested by flowing each sprinkler system. The main drains will be opened to verify pressures. The results and completion dates to be documented.

Annual Backflow Preventor- All Backflow preventors to be tested using a calibrated test kit measuring the differential pressure or relief opening to confirm they meet standards. The results and completion dates to be documented & filed with the proper water authority.

Annual Fire Extinguisher-All fire extinguishers to be visually checked for damage & proper pressure reading. The last service date will be noted and the extinguisher will be re-tagged. Extinguishers require 6 and 12 year maintenance servicing. The 6/12 year maintenance cost is not included in this proposal. The results and completion dates to be documented.

Annual Kitchen Hood Ansul System-All kitchen hood system equipment to be operated to verify proper operation. This includes operating the manual pull station, verifying mechanical gas valve operation, and replacing nozzle caps. All fusible links to be replaced. The results and completion dates to be documented.

All Inspections to be completed based on Code Requirements of the following codes:

- Fire Alarm - NFPA 72-2022 Edition
- Wet Sprinkler - NFPA 25-2023 Edition
- Fire Extinguishers - NFPA 10-2022 Edition
- Kitchen Hood - NFPA 17A-2024 Edition

Historic Courthouse - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	13	\$7.50	10.00%	\$6.75	\$87.75
Emergency Light Inspection	27	\$17.00	10.00%	\$15.30	\$413.10
				Subtotal:	\$500.85

Resource Management - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	3	\$7.50	10.00%	\$6.75	\$20.25
Emergency Light Inspection	1	\$17.00	10.00%	\$15.30	\$15.30
Subtotal:					\$35.55

Employee Services Building - TIPS Contract #260101

Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	3	\$7.50	10.00%	\$6.75	\$20.25
Emergency Light Inspection	5	\$17.00	10.00%	\$15.30	\$76.50
Subtotal:					\$96.75

Justice Center - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	8	\$7.50	10.00%	\$6.75	\$54.00
Emergency Light Inspection	21	\$17.00	10.00%	\$15.30	\$321.30
				Subtotal:	\$375.30

Jail - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	18	\$7.50	10.00%	\$6.75	\$121.50
Annual Fire Alarm Inspection	16	\$122.00	10.00%	\$109.80	\$1,756.80
Fire Sprinkler Inspection	1	\$175.00	10.00%	\$157.50	\$157.50
Back Flow Preventor Inspection	2	\$85.00	10.00%	\$76.50	\$153.00
Semi-Annual Kitchen Hood System Inspection	1	\$295.00	10.00%	\$265.50	\$265.50
				Subtotal:	\$2,454.30

Circuit Court - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Fire Extinguisher Inspection	10	\$7.50	10.00%	\$6.75	\$67.50
Emergency Light Inspection	51	\$17.00	10.00%	\$15.30	\$780.30
Annual Fire Alarm Inspection	16	\$122.00	10.00%	\$109.80	\$1,756.80
Fire Sprinkler Inspection	1	\$175.00	10.00%	\$157.50	\$157.50
Back Flow Preventor Inspection	2	\$85.00	10.00%	\$76.50	\$153.00
Semi-Annual Kitchen Hood System Inspection	1	\$295.00	10.00%	\$265.50	\$265.50
				Subtotal:	\$3,180.60

Circuit Court Building Fire Alarm Monitoring Takeover - TIPS Contract #260101 Assistive Technology and Services

Product Details	Qty	List Price	TIPS Discount	Price	Ext. Price
Resideo Series LTE / IP Single or Dual Path Commercial Fire Communicator, AT & T	1	\$988.80	63.59%	\$360.00	\$360.00
Ultratech Battery - For UPS, Electric Power System (EPS), Emergency Backup Power Supply, Alarm System, Security System, Communication Power supply, Auto Control System, Multipurpose, Power Supply - Battery Rechargeable - 5000 mAh - 12 V	1	\$37.99	28.93%	\$27.00	\$27.00
Honeywell Home CELL-ANT3DB Weatherproof External 4G/LTE Cellular Antenna Kit	1	\$259.98	44.23%	\$145.00	\$145.00
Honeywell Home 7626-50HC 50' RF Cellular Antenna Coax Cable for AlarmNet Systems, N- Male to N-Male	1	\$422.93	46.80%	\$225.00	\$225.00
Project Materials, Installation Hardware, Misc. Items, etc.	1	\$295.00	13.56%	\$255.00	\$255.00
Fire Alarm Wiring & Device Installation Labor	2	\$125.00	10.00%	\$112.50	\$225.00
				Subtotal:	\$1,237.00

Quarterly Recurring

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Fire Alarm Cellular Monitoring	\$150.00	\$150.00	1	\$150.00	\$150.00
				Quarterly Subtotal:	\$150.00
				Subtotal:	\$150.00

Christian County Life Safety Inspections - TIPS Contract #260101 Assistive Technology and Services



Prepared by:
Nixa
Scott Menzel
(417) 883-4788
smenzel@netwatchfire.com

Prepared for:
Christian County
202 W. Elm Street
Ozark, MO 65721
Kimberly Hopkins-Will
(417) 582-5330
khopkins@christiancountymo.gov

Quote Information:
Quote #: 005584

Version: 1
Delivery Date: 08/21/2026
Expiration Date: 08/31/2026

Quote Summary

Description	Amount
Historic Courthouse - TIPS Contract #260101 Assistive Technology and Services	\$500.85
Resource Management - TIPS Contract #260101 Assistive Technology and Services	\$35.55
Employee Services Building - TIPS Contract #260101 Assistive Technology and Services	\$96.75
Justice Center - TIPS Contract #260101 Assistive Technology and Services	\$375.30
Jail - TIPS Contract #260101 Assistive Technology and Services	\$2,454.30
Circuit Court - TIPS Contract #260101 Assistive Technology and Services	\$3,180.60
Circuit Court Building Fire Alarm Monitoring Takeover - TIPS Contract #260101 Assistive Technology and Services	\$1,237.00
Quarterly Recurring	\$150.00
Total:	\$8,030.35

Quarterly Expenses Summary

Description	Amount
Quarterly Recurring	\$150.00
Quarterly Total:	\$150.00

Nixa

Christian County

Signature: _____

Signature: _____

Name: Scott Menzel

Name: Kimberly Hopkins-Will

Title: Partner

Date: _____

Date: 08/21/2026

Terms and Conditions

1. THIRD-PARTY INDEMNIFICATION: When Buyer in the ordinary course of business has the property of others in his custody, or the alarm system extends to protect the persons or property of others, or the alarm system is monitored by others, Buyer agrees to and shall indemnify, defend and hold harmless NetWatch, Inc., its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including NetWatch, Inc.'s performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of NetWatch, Inc., its employees or agents.

2. NetWatch, Inc. IS NOT AN INSURER: LIQUIDATED DAMAGES, (1) IT IS UNDERSTOOD AND AGREED THAT COMPANY IS NOT AN INSURER; THAT INSURANCE, IF ANY SHALL BE OBTAINED BY BUYER; THAT PAYMENTS PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND ARE UNRELATED TO THE VALUE OF BUYER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN BUYER'S PREMISES. BUYER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO BUYER BECAUSE OF, AMONG OTHER THINGS: a. The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System is designed to protect or avert; b. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; c. The inability to ascertain what portion, if any, of any loss would be proximately caused by NetWatch, Inc.'s failure to perform or its equipment to operate; d. The nature of the System installed by NetWatch, Inc.

3. (2) Buyer understands and agrees that if NetWatch, Inc. should be found liable for loss or damage due from failure of NetWatch, Inc. to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, NetWatch, Inc.'s liability shall be limited to \$250.00 as liquidated damages and not as penalty and this liability shall be exclusive, and that provisions of this Section shall apply to loss of damage, irrespective of cause or origin results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of NetWatch, Inc., its agents, assigns, or employees. In the event that the Buyer wishes NetWatch, Inc. to assume greater liability, Buyer has the right to obtain from NetWatch, Inc. a higher limit by paying an additional amount for the increase in liability, and a rider shall be attached hereto setting forth such higher limit and additional cost, but such additional obligation shall in no way be interpreted to hold NetWatch, Inc. as an insurer.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ONCE SIGNED DOCUMENT BECOMES LEGAL AND BINDING CONTRACT.

Invoice payment is due within 15 days. Please be advised that we may charge 1% interest per month on invoices that are 30 days past due.



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

September 24, 2026

NetWatch Incorporated
123 W. Sherman Way
Nixa, Missouri 65714
Attn: Casey Mustion
417-883-4788
cmustion@netwatchip.com

The Christian County Commission voted in session today to award NetWatch Incorporated a contract for Life Safety Inspections (Fire Extinguishers, Emergency Lights, Annual Fire Alarm Inspections, Fire Sprinkler Inspection, Backflow Preventer Inspection, and Semi-Annual Kitchen Hood System Inspections for multiple Christian County buildings, utilizing the TIPS Cooperative Contract #260101.

The contract will commence on January 1, 2027, and run through December 31, 2027, for an initial term of one calendar year, with options to renew for five additional one-year terms.

The designated point of contact for this contract is Richard Teague. Mr. Teague may be reached at 417-839-3186.


Johnny Williams
Western Commissioner

Date: 9-24-26


Lynn Morris
Presiding Commissioner

Date: 9/24/26


Bradley A. Jackson
Eastern Commissioner

Date: 9-24-2026



Christian County Commission

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

Christian County
Purchasing Department
202 W. Elm Street
Ozark, MO 65721
PH: 417-582-4309

Service Provider
Company Name: NetWatch Incorporated
Attn: Casey Mustion
Address: 123 W. Sherman Way, Nixa, MO. 65714
Phone: 417-883-4788
Email: cmustion@netwatchip.com

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of 24 day of September, 2026 (Date of last County signature), by and between the County of Christian, hereinafter referred to as the "County", and NetWatch Incorporated, hereinafter referred to as the "Service Provider".

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Christian County, located at multiple locations;
- Christian County Historic Courthouse, 100 W. Church Street, Ozark, MO.
 - Resource Management Building, 1106 W. Jackson Street, Ozark, MO.
 - Employee Services Building, 202 W. Elm Street, Ozark, MO.
 - Justice Center Building 110 W. Elm Street, Ozark, MO.
 - Jail – located in the Justice Center Building, 110 W. Elm Street, Ozark, MO
 - Circuit Court Building, 102 W. Walnut, Ozark, MO.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with NetWatch Quote #005584v1 for annual life safety inspections for the County, including, but not limited to, fire extinguisher and emergency light inspections.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **January 1, 2027** ("Commencement Date") and shall continue until **December 31, 2027**, with the option to renew for five additional one-year periods.
- D. **Party Representatives:**
- D.1. The County designates the following person to act on County's behalf: Richard Teague, Maintenance Supervisor. The Contractor designates the following person to act on Contractor's behalf: Casey Mustion.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with Christian County's terms and conditions (EXHIBIT A) and this Agreement, Contractor shall provide the goods and/or services shown on the **Quote #005584 v1.**, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.

- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement. Inspection pricing will be based on the **actual quantities of Fire Extinguishers, Fire Sprinklers, Emergency Lights, Backflow Preventer Inspection, Semi-Annual Kitchen Hood System Inspection, and annual Fire Alarm Inspection for each building the County seeks inspections.** See Quote #005584v1 for year one pricing. Optional additional years may be negotiated based on market conditions and must be mutually agreed upon by both parties. The County Commission must approve the optional renewals annually, when applicable.

2. **SECTION TWO - INSURANCE AND INDEMNIFICATION**

See Insurance Requirements under the ATTACHMENTS tab.

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and **employees as additional named insureds** in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than **\$533,000.00** per person and **\$3,550,000.00** for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>
- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory limits** or **\$1,000,000.00**, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than **\$500,000.00** per claimant and **\$3,500,000.00** for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claim made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. 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.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows:
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and

retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. 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.
- d. 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.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., 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:

- a. 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
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. 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). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any

way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be

effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County Employee Services
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED 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: [Signature]
Lynn Morris, Presiding Commissioner
Date: 9/24/26

By: [Signature]
Johnny Williams, Western Commissioner
Date: 9-24-26

By: [Signature]
Bradley A. Jackson, Eastern Commissioner
Date: 9-24-2026

Company Name: NetWatch, Inc.

By: (signature) [Signature]

Printed Name: Casey Mustion

Title VP

Date: 9/21/26

ATTEST BY: [Signature]
Paula Brumfield, Christian County Clerk

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of 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.

Approved as to form:

By: [Signature]
N. Austin Fax, Christian County Counselor

[Signature]
Amy Dent, Christian County Auditor
Date: 9/24/26



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Missouri Good Neighbors Week Proclamation

Commissioner Lynn A. Morris

Lynn will be reading a Proclamation stating that the Week of September 28 through October 4th will be declared as "Good Neighbors Week."

Requested by: bporterfield@christiancountymo.gov 2026-09-17 14:41



Christian County Commission Proclamation

Missouri Good Neighbor Week – September 28 through October 4, 2026

Whereas the County of Christian, one of the fastest growing counties in the state, is dedicated to making Christian County the best place to live, raise a family, work, own a business or retire.

Whereas the County's values define who we are and how we will accomplish our mission and vision, providing peace, security, and stability for the citizens of Christian County.

Whereas the state of Missouri has designated the week of September 28th to October 4th as Missouri Good Neighbor Week, a time to encourage and celebrate acts of kindness and connection within our community; and

Whereas the County of Christian is home to nearly 100,000 citizens who volunteer their time, talent, and resources to improve our county through area initiatives, civic organizations, and everyday acts of kindness; and

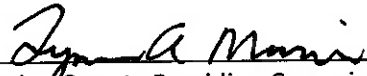
Whereas these acts of community engagement, whether large or small, contribute to a sense of belonging, a shared vision, and the collective wellbeing of all who live, work, and play in Christian County.

Now, Therefore, I, Lynn A. Morris, Presiding Commissioner, of Christian County Missouri, with Western Commissioner Johnny Williams and Eastern Commissioner Bradley A. Jackson, do hereby proclaim the week of September 28th through October 4th, 2026, as:

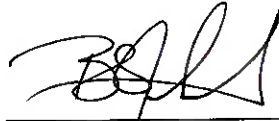
"GOOD NEIGHBORS WEEK"

in the County of Christian and recommend that the citizens of Christian County recognize the significance and contribution that engaged neighbors demonstrate what it means to love their neighbors and community.




Christian County Presiding Commissioner
Lynn A. Morris


Christian County Western Commissioner
Johnny Williams


Christian County Eastern Commissioner
Bradley A. Jackson



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

MU Extension 2027 Proposed Budget

Kyle Whittaker, Extension Engagement Specialist

The MU Extension wishes to provide their yearly update and proposed 2027 budget for approval.

Requested by: bporterfield@christiancountymo.gov 2026-09-21 11:45

MU Extension 2026

2026 University Provided Specialist/Associates and Resources

Faculty and Staff salary and benefits:

This includes 13 Specialists and Associates serving Christian County. 2 housed in the Christian County Extension Office. Estimated.

\$211,569

Faculty and Staff travel:

The University pays 30% of the travel expenses.

\$1,275

Network and Equipment:

The University supplies the network and IT services for the Extension office as well as the computer equipment. IT services not included in contribution amount.

\$3,200

Estimated University Contribution

\$216,044

**Learn
more.**

DO MORE.

Christian County MU Extension 2026

Direct Education

Participants

1,779

Volunteers

40

Sessions

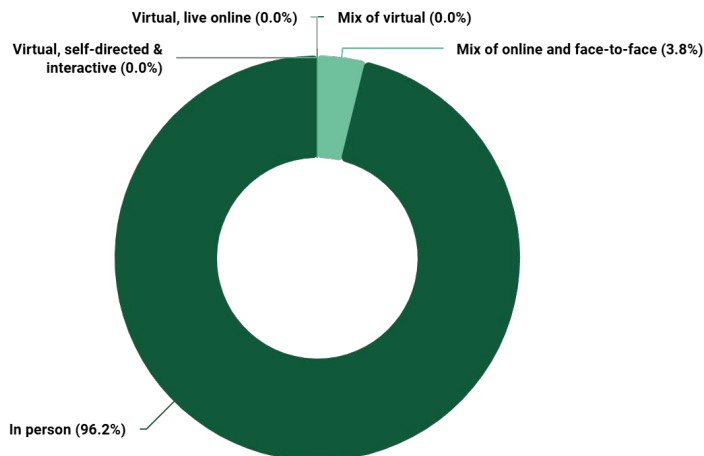
62

Volunteer Hours

1,852

Hours

108



Program Highlight – 4-H

Clubs: 5 Club Members: 64

Programs

Highlandville Ag Day - 278

Tiger Paw Farm Night - 145

Spokane Elem. Ag Day — 45

Highlandville Summer School

Baking Camp - 13

Dairy Cow Camp - 16

Plant A Seed Read - 11

Camp Smokey - 36

Billings Wildcat Camp - 12

Council Outreach

The Christian County MU Extension Council participated in 5 events throughout the county to raise awareness about MU Extension and the services offered, engaging with approximately 487 contacts.

Christian County Ext Office

- Soil analysis — 92
- Hay testing — 25
- Nitrate testing - 45
- Canner gauge testing — 6
- Master Gardener Hotline calls — 16
- Specialist Contact Requests — 35
- Office Direct Contacts - 128

The Christian County Extension monthly newsletter, Christian County Monthly Monitor, includes news articles from the county extension office, updates from our MU specialists, and information about local and regional Extension events. It has 207 subscribers, with an average of 83 engaged readers each month.

The Christian County MU Extension Facebook page has posted 226 times this year, featuring a variety of topics from our MU specialists as well as local and regional events. It has 804 followers and has achieved 27,021 views.

**Learn
more.**

DO MORE.



Extension
University of Missouri

an equal opportunity/ADA institution

MU Extension Christian County Office

1701-B West Jackson Street, PO Box 1390

Ozark, MO 65721

Phone: (417) 581-3558

E-mail: ChristianCo@missouri.edu

Web site: <http://extension.missouri.edu/christian>



2027 MU Extension Christian County

County Appropriations - \$82,186

2700 - Personnel Wages	\$ 56,900.00
2800 - Payroll Expenses	\$ 4,300.00
3100 - Travel	\$ 2,700.00
3600 - Postage	\$ 430.00
3700 - Phone Expense	\$ 2,060.00
3800- Events and Training	\$ 300.00
3900 - Advertising	\$ 500.00
4300 - Rent/Lease Space	\$ 15,600.00
4700 - Copier	\$ 600.00
5100 - Supplies/Services	\$ 1,005.00
5600 - Professional Development	\$ -
5900 - Utilities	\$ 3,500.00
6800 - Insurance	\$ 2,100.00
7010 - Extension Council Election	\$ 100.00
7300 - Repairs/Maintenance	\$ -
Total	\$ 90,095.00
Class 2000 Fund Transfer	(\$7,909)



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Discussion for 2027 COLA for County Employees

Commissioners

The Commissioners will have a discussion regarding COLA for FY2027 for the County Employees.
--

Requested by: bporterfield@christiancountymo.gov 2026-09-21 09:25