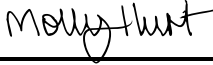




NOTICE OF AWARD

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

CONTRACT NUMBER CT212200001	CONTRACT TITLE Omnigo Software MoDEX Interface
AMENDMENT NUMBER NA	CONTRACT PERIOD July 1, 2021 through June 30, 2022
REQUISITION/REQUEST NUMBER RDPS2100004	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315072500 0/MB00091159
CONTRACTOR NAME AND ADDRESS Omnigo Software, LLC PO Box 734008 Chicago, IL 63076	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Public Safety 1101 Riverside Drive 4W P.O. Box 749 Jefferson City, 65102 Office of Administration Information Technology Services Division
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CT212200001 for use by the Missouri Department of Public Safety for Omnigo Software MoDEX Interface, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Missouri Department of Public Safety and Omnigo Software, LLC shall reference the State of Missouri contract number.	
BUYER Molly Hurt	BUYER CONTACT INFORMATION Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE November 29, 2021
DIRECTOR OF PURCHASING  Karen S. Boeger	



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

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

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

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

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

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

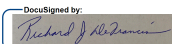
CONTRACT PERIOD: July 1, 2021 through June 30, 2022

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

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

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

SIGNATURE REQUIRED

VENDOR NAME Omnigo Software, LLC	MissouriBUYs SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS 10430 Baur Blvd.	
CITY, STATE, ZIP CODE St. Louis, MO 63132	
CONTACT PERSON	EMAIL ADDRESS Compliance@omnigo.com
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) X Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 10/25/2021
PRINTED NAME Richard DeFrancisco	TITLE Chief Executive Officer

1. INTRODUCTION:

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

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

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

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

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

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

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

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

2. GENERAL CONTRACT REQUIREMENTS

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

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

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

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

- 2.2 **Contract Period:** The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 2.3 **Renewal Periods:** The state shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods. In the event the state exercises their right to renew, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. The contract pricing for any renewal period shall not increase more than 3% over the previous period's pricing. The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.4 **Termination:** The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least ninety (90) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.5 **Contract Price:** All prices shall be as indicated on the Pricing Page in Exhibit A included with this document. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6 **Payments:** The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS

vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the SFS.

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

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

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

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

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

- 2.8 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
- 2.10 **Assignment:** The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, other than in connection with a sale of all or substantially all of its assets or equity interests, or in connection with a merger transaction, without the prior written consent of the Division of Purchasing. In the event of a sale of all or substantially all of its assets or equity interests, or in connection with a merger transaction the contractor must notify the state agency within 30 days of the sale and the purchaser must meet all contractual requirements prior to receiving payments.
- 2.11 **Confidentiality and Security Documents:** Each party hereto agrees and understands that all discussions between the parties and all information gained by the parties as a result of their performance under the

contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the other party, except when reports documentation or material are considered public record pursuant to Section 610.021 RSMo.

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

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

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

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

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

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

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

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

The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the State in conjunction with any issue of infringement without the contractor's prior written authorization. The

foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

Certificate of authority to transact business/certificate of good standing (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g., professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

SFST30034902102200

Page 8

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

3. SCOPE OF WORK REQUIREMENTS

3.1 General Requirements:

- 3.1.1 The contractor shall understand and agree the state agency's standard data submission schema will only utilize the new standard data submission schema for new site interface connections to MoDEX (going forward from July 1, 2021) per 11 CSR 30-17.010 <https://www.sos.mo.gov/CMSImages/AdRules/csr/current/11csr/11c30-17.pdf>.
- 3.1.2 The contractor shall provide site interface maintenance and a resolution within five business days from state agency notification that there is a data feed problem.
- 3.1.3 The contractor must provide the state agency semiannual (July-Dec & Jan-Jun) site interface data feed maintenance reports with invoices for active law enforcement agencies.
- 3.1.4 Ensuring the interfaces between the record management system (RMS) and jail management system (JMS) for individual local law enforcement RMS/JMS to DPS' MoDEX system remain intact so criminal justice information sharing occurs is critical to the State of Missouri. Additionally, the criminal justice information sharing with DPS, local law enforcement, and the federal government N-DEX program ensures the local RMS/JMS data is shared with the participating local law enforcement agencies. Therefore, in the event the contractor fails to restore a data feed stoppage (i.e. not operational) that occurs in excess of 30 calendar days, the contractor shall prorate the cost for the site interface data feed when stoppage exceeds 30 calendar days without resolution.
- a. The state agency shall receive notification via email when a prorating to the ongoing support cost occurs due to a site interface data feed stoppage. The prorated amount shall be applied to the next invoice due for services by the state agency.
- 3.1.5 The contractor must notify the state agency's MoDEX Information Sharing Coordinator within 30 business days when any active MoDEX law enforcement agency ceases to utilize a contractor's product that would affect the MoDEX data feed.
- 3.1.6 The contractor must not charge the state agency a new law enforcement agency site interface connection fee if a law enforcement agency has notified the state agency in writing and agrees to share data with state agency. Additionally, the contractor must not charge the state agency for additional services acquired by a law enforcement agency utilizing this contract as the vehicle for acquiring site interface services.
- a. The contractor shall include the law enforcement agency RMS and/or JMS data as an active interface to submit data to MoDEX.

3.2 Records Management System (RMS) Maintenance and Support:

- 3.2.1 The contractor shall provide site interface maintenance support for current MoDEX data feed schema RMS site interface for existing law enforcement agencies through July 1, 2023, unless the state agency requests current MoDEX data feed schema RMS services to continue or the contractor has converted to the N-DEX Information Exchange Package Documentation (IEPD) Schema (Incident/Arrest Version <https://www.fbi.gov/file-repository/n-dex-iepd-incident-arrest.zip/view>).
- 3.2.2 In the event a RMS law enforcement agency terminates/ends services with the contractor mid-term, which results in site interface maintenance no longer being necessary by the contractor for the RMS law enforcement agency, the contractor must prorate the state agency's next invoice for the timeframe where services were not rendered due to the RMS law enforcement agency's termination/ending of services with the contractor.

- 3.2.3 If requested by the state agency, the contractor shall convert current MoDEX data feed schema RMS site interfaces for existing law enforcement agencies to the N-DEX IEPD Schema for a one-time fee (July 1, 2021 forward).
- a. The contractor shall provide single law enforcement agency and enterprise type (multiple agency) pricing for converting the RMS site interface.
- 3.2.4 Upon request from the state agency, the contractor shall add a single new site interface to the MoDEX Interface utilizing N-DEX IEPD Schema for RMS only.
- a. The new site interface shall include historical data, unless the new site interface is for a new law enforcement agency and there is no historical data available.
 - b. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for adding a new site interface.
 - c. The cost to add a new law enforcement agency RMS mid-year must be prorated for only the remaining months of the fiscal year and include site interface maintenance for the remainder of the fiscal year at no additional cost. For example if a new law enforcement agency is added in April the cost to add the interface, including maintenance shall be prorated for those three months (April, May and June) until the next maintenance invoicing cycle starts in July.
- 3.2.5 The contractor shall provide site interface maintenance and support for MoDEX RMS N-DEX IEPD Schema Interface per site.
- a. The contractor shall provide single law enforcement agency and enterprise type (multiple agency) pricing for site interface maintenance on new RMS sites.
- 3.3 **Jail Management System (JMS) Maintenance and Support:**
- 3.3.1 The contractor shall provide site interface maintenance support for current MoDEX data feed schema JMS site interface for existing law enforcement agencies through July 1, 2023, unless the state agency requests current MoDEX data feed schema JMS services to continue or the contractor has converted to the N-DEX IEPD Schema (Incarceration/Booking/Probation/Parole Version <https://www.fbi.gov/file-repository/n-dex-iepd-incarceration-booking-probation-parole.zip/view>).
- 3.3.2 In the event a JMS law enforcement agency terminates/ends services with the contractor mid-term, which results in site interface maintenance no longer being necessary by the contractor for the JMS law enforcement agency, the contractor must prorate the state agency's next invoice for the timeframe where services were not rendered due to the JMS law enforcement agency's termination/ending of services with the contractor.
- 3.3.3 If requested by the state agency, the contractor shall convert current MoDEX data feed schema JMS site interfaces for existing law enforcement agencies to the N-DEX IEPD Schema for a one-time fee (July 1, 2021 forward).
- a. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for converting the JMS site interface.
- 3.3.4 Upon request from the state agency, the contractor shall add a single new site interface to MoDEX Interface utilizing N-DEX IEPD Schema for JMS only.
- a. The new site interface shall include historical data, unless the new site interface is for a new law enforcement agency and there is no historical data available.
 - b. The contractor shall provide single law enforcement agency and enterprise (multiple agency) pricing for adding a new site interface.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.1 The contractor shall understand and agree that the state shall have the ability to request additional services related to the MoDEx system interface services required herein, including services necessary to

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

3.6 Additional Services:

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

EXHIBIT A CONTRACT PRICING PAGE

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

Table A.1 Required Costs

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
RMS Site Interface		
Maintenance Support For Current MoDEX Data Feed Schema		
Maintenance support for current MoDEX data feed schema RMS site interface for existing agencies	Per Site Interface, Per Six Months	\$__525__
Maintenance support for current MoDEX data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Maintenance support for current MoDEX data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Maintenance support for current MoDEX data feed schema RMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
Convert Current MoDEX Data Feed Schema		
Convert current MoDEX data feed schema RMS site interface for existing agencies to the N-DEX IEPD Schema for a one-time fee	Single Agency, Per Six Months	\$__N/A__
Convert current MoDEX data feed schema RMS site interface for existing agencies to the N-DEX IEPD Schema for a one-time fee	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Convert current MoDEX data feed schema RMS site interface for existing agencies to the N-DEX IEPD Schema for a one-time fee	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Convert current MoDEX data feed schema RMS site interface for existing agencies to the N-DEX IEPD Schema for a one-time fee	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
Add A Single New Site To MoDEX Site Interface Utilizing N-DEX IEPD Schema		
Add a single new site to MoDEX site Interface utilizing N-DEX IEPD Schema for RMS only	Single Agency, Per Six Months	\$0
Add a single new site to MoDEX site Interface utilizing N-DEX IEPD Schema for RMS only	Enterprise (Multi Agency 1-10), Per Six Months	\$0
Add a single new site to MoDEX site Interface utilizing N-DEX IEPD Schema for RMS only	Enterprise (Multi Agency 11-20), Per Six Months	\$0
Add a single new site to MoDEX site Interface utilizing N-DEX IEPD Schema for RMS only	Enterprise (Multi Agency 21 or more), Per Six Months	\$0
Maintenance Support For MoDEX RMS N-Dex IEPD Schema		

Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	\$__525__
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Maintenance support for MoDEx RMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
JMS Site Interface		
Maintenance Support For Current MoDEx Data Feed Schema		
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Per Site Interface, Per Six Months	\$_525__
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Maintenance support for current MoDEx data feed schema JMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
Convert Current MoDEx Data Feed Schema		
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Single Agency, Per Six Months	\$__N/A__
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Convert current MoDEx data feed schema JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
Add A Single New Site To MoDEx Site Interface Utilizing N-DEx IEPD Schema		
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Single Agency, Per Six Months	\$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A__
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for JMS only	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A__
Maintenance Support For MoDEx JMS N-Dex IEPD Schema		
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	\$__525__
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A__

Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A____
Maintenance support for MoDEx JMS N-DEx IEPD Schema site Interface	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A____
Both RMS and JMS Site Interface		
Maintenance Support For Current MoDEx Data Feed Schema		
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Per Site Interface, Per Six Months	\$__N/A____
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A____
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A____
Maintenance support for current MoDEx data feed schema RMS and JMS site interface for existing agencies	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A____
Convert Current MoDEx Data Feed Schema		
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	One Time Fee Applicable	\$__32,000____
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A____
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A____
Convert current MoDEx data feed schema RMS and JMS site interface for existing agencies to the N-DEx IEPD Schema for a one-time fee	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A____
Add A Single New Site To MoDEx Site Interface Utilizing N-DEx IEPD Schema		
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Single Agency, Per Six Months	\$0
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 1-10), Per Six Months	\$__N/A____
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 11-20), Per Six Months	\$__N/A____
Add a single new site to MoDEx site Interface utilizing N-DEx IEPD Schema for RMS and JMS	Enterprise (Multi Agency 21 or more), Per Six Months	\$__N/A____
Maintenance Support For MoDEx RMS and JMS N-Dex IEPD Schema		
Maintenance support for MoDEx RMS and JMS N-DEx IEPD Schema site Interface	Single Agency, Per Six Months	\$_900____

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Page 16

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

Project Assessment Quotation (PAQ) Consulting Costs

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) consulting rates: <i>If providing pricing for multiple consulting job classifications, please list consultant job classification titles and their corresponding per hour rate on separate rows below:</i>		
Custom software development and consulting services	Per Hour	\$____250_____
	Per Hour	\$_____
	Per Hour	\$_____

Pricing Page Continued

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

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

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

Table A.2 Additional Services

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

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

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

2	Public Safety Software Framework	\$ _____
2.14	Mobile License, per workstation	\$ 1,200 Per Work Station Per Year
3	Computer Aided Dispatch	\$ _____
3.2	Dispatch Map Provides live map functions integrated with the OMNIGO Public Safety Framework and Omnigo's Computer Aided Dispatch (CAD) software.	\$ 2,000 Per Officer Per Year
3.3	Dispatch Monitor Provides a live web view for use by agencies dispatched with Omnigo's CAD software.	\$ 890 Per Officer Per Year
3.4	E911 Interface This interface automatically creates events in Omnigo's CAD software using the ANI/ALI data from land lines or cellular calls.	1-5 Officers: \$2,995 6-10 Officers: \$3,594 11-15 Officers: \$4,043 16-25 Officers: \$4,493 26-50 Officers: \$5,241 51-75 Officers: \$5,990 76-250 Officers: \$7,188 251-500 Officers: \$8,236 Per Year
3.5	Firehouse Interface This interface exports data for use by Firehouse software.	1-5 Officers: \$1,799 6-10 Officers: \$2,159 11-15 Officers: \$2,429 16-25 Officers: \$2,699 26-50 Officers: \$3,148 51-75 Officers: \$3,598 76-250 Officers: \$4,318 251-500 Officers: \$4,947 Per Year
3.6	CAD to RMS Web Service This web service provides the ability to export OMNIGO CAD event information to Omnigo's Records Management Software at a remote agency.	1-5 Officers: \$1,799 6-10 Officers: \$2,159 11-15 Officers: \$2,429 16-25 Officers: \$2,699 26-50 Officers: \$3,148 51-75 Officers: \$3,598 76-250 Officers: \$4,318 251-500 Officers: \$4,947 Per Year
3.7	ProQA CAD Interface (Platinum Level) This interface provides connectivity between Omnigo's CAD and Priority Dispatch's ProQA Paramount (Medical) software.	1-5 Officers: \$2,199 6-10 Officers: \$2,639 11-15 Officers: \$2,969 16-25 Officers: \$3,299 26-50 Officers: \$3,848 51-75 Officers: \$4,398 76-250 Officers: \$5,278 251-500 Officers: \$6,047 Per Year
3.8	ProQA Police / Fire Interface (Platinum Level)	1-5 Officers: \$2,199

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

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

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

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

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

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

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

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

	Safety Software modules (CAD, RMS, JMS, Court) to create an integrated system that meets your specific needs.	51-75 Officers: \$7,196 76-250 Officers: \$59,367 251-500 Officers: \$118,734 Per Year
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9	Services (One- Time Costs)	Fee \$
9.1	System Administration Training at OMNIGO	\$1,025 / day
9.2	System Administration Training on- site	\$2,100 / day Plus Expenses
9.3	Web- based Training, per module (Hosted Service only)	\$ 499.00 / module
9.4	System Configuration Assistance	\$1,800 / module
9.5	User Training at OMNIGO (up to 12 users)	\$1,850 / day
9.6	Data Configuration / Conversion	\$200 / hour
9.7	Non- Reoccurring Engineering	\$200 / hour
9.8	User Training on- site	\$2,100 / day Plus Expenses
9.9	On- site software installation (Subscription Service and License Purchase)	\$3,500 Plus Expenses
9.10	On- site Startup Assistance	\$2,100 / day Plus Expenses

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

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

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

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

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

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

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

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

Attachment 1

PROJECT ASSESSMENT QUOTATION (PAQ) PROCESS REQUIREMENTS

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

STEP 1: PAQ REQUEST

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

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

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

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

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

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

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

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

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

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

STEP 2: PAQ RESPONSE

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

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

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

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

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

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

- The contractor shall agree and understand the firm, fixed price stated in the awarded PAQ Response shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. In other words, if the contractor underestimates the level of effort in terms of personnel resources, the contractor shall not charge the state more than the total firm, fixed price for all deliverables unless the state later amends the PAQ to increase the scope of work. If the scope of work does not increase, the contractor shall complete all work agreed upon in the awarded PAQ at the firm, fixed total price stated in the PAQ Response. The contractor shall understand and agree federally funded projects may require added levels of PAQ cost response detail such as delineation of hourly rates and the number of hours used to derive the firm, fixed PAQ project cost(s).
- Unless stated in the PAQ Response, the state shall assume absolutely no other costs exist to satisfy the PAQ's requirements. Therefore, the awarded PAQ contractor shall be responsible for any additional costs.
- PAQ pricing shall be based on specific deliverable components of the project and shall not be based on monthly billing. If the contractor fails to deliver all the functionality/features specified in the PAQ for a given deliverable then payment for the deliverable shall be withheld until all functionality/features of that deliverable have indeed been provided to and accepted by the state agency. Payment shall not be made in advance for any deliverable; all payments shall be made in arrears (i.e., upon delivery and acceptance of a deliverable).

STEP 3: APPROVAL OF DRAFT PAQ

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

STEP 4: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK

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

STEP 5: FORMAL ACCEPTANCE

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

STEP 6: COST RECOVERY FOR CONTRACTOR

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

GENERAL REQUIREMENTS

1. The contractor shall submit PAQ responses in a timely manner – typically 10 working days.
2. Prior to the PAQ response due date, it shall be the contractor's responsibility to ask questions, request changes or clarification. Any and all communication from contractors regarding specifications, requirements, competitive PAQ process, etc., must be directed to the state agency contact listed on the PAQ request document.
3. The requesting state agency reserves the right to officially amend or cancel a PAQ after issuance. The state agency shall notify the contractor of any amendment or cancellation.
4. The state agency's designated Project Manager reserves the right to reject any contractor-submitted PAQ that is non-compliant with the PAQ's mandatory requirements.
5. The contractor shall not be paid for the preparation of the PAQ response.
6. A PAQ Request, PAQ Response, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.

7. Any changes to the PAQ, after the state's acceptance of the PAQ, must be formalized in writing as an official revision to the awarded PAQ. The format of PAQ revisions shall be consistent with the format of the awarded PAQ as outlined above, including the distribution of the original to the Division of Purchasing, a copy to the contractor and retaining a copy for the agency's designated Project Manager. No oral or informal (e.g. by e-mail) amendments, representations or agreements to modify the PAQ shall be enforceable.
8. The state agency's designated Project Manager shall have the right to terminate the PAQ at any time, for the convenience of the state agency, without penalty or recourse, by giving written notice to the contractor at least ten (10) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency's designated Project Manager become the property of the State of Missouri. The contractor shall be entitled to receive compensation at contract agreed upon prices for that work completed and accepted by the State pursuant to the PAQ prior to the effective date of termination.
9. The duration of any PAQ must not exceed the effective contract period. However, if valid renewal options remain in the contract, the state agency may allow the PAQ to continue contingent upon the DPMM exercising the available renewal option.
10. Project Assessment Quotation Invoicing: The contractor shall submit an invoice to the state agency within thirty (30) calendar days after completion of and in accordance with the mutually agreed upon deliverables for compensation for the contractor's project work (as specified in applicable Project Assessment Quotation).
11. Payment Holdback: At the sole discretion of the state agency, for any project for which the total firm, fixed price for all deliverables is \$75,000 or greater, the state agency may require ten percent (10%) of the project costs to be held back by the state agency and shall be paid to the contractor upon final acceptance by the state agency of the entire PAQ project completion and receipt by the state agency of an accurate invoice for the final deliverable. Payment holdback provisions described herein shall not be construed as a penalty.

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

- The contractor fails to fulfill the mandatory requirements of the PAQ resulting in a deliverable being considered non-compliant with the PAQ requirements and the contractor fails to correct and resolve the issue within ten (10) business days or other timeframe as agreed to in writing by the state agency's Project Manager; or
 - The contractor fails to provide the state agency with an accurate invoice for all successfully completed and accepted deliverables for a PAQ project within forty-five (45) days after state agency acceptance of the deliverables.
12. If the PAQ project is canceled by the state agency due to reasons not attributable to the fault of the contractor prior to completion of the project, all payment holdback amounts retained by the state agency for the completed and accepted deliverables for that particular PAQ project shall be returned to the contractor.

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

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

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Richard DeFrancisco

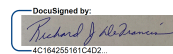
Authorized Business Entity Representative's
Name (Please Print)

1206430

E-Verify MOU Company ID Number

Omnigo software, LLC

Business Entity Name

DocuSigned by:

4C164255161C4102

Authorized Business Entity
Representative's Signature

Compliance@omnigo.com

E-Mail Address

10/25/2021

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Omnigo Software, LLC

Company Name

#080950386

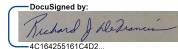
DUNS #

Richard DeFrancisco

Authorized Representative's Printed Name

Chief Executive Officer

Authorized Representative's Title

DocuSigned by:

4C164255161C4D2

Authorized Representative's Signature

10/25/2021

Date

Instructions for Certification

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

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION EXHIBIT

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

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

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

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

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

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION EXHIBIT, continued**BOX A – NON-COMPANY ENTITY**

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

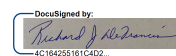
Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Richard DeFrancisco

DocuSigned by:

4C104255101C4D2

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Omnigo

October 25, 2021 | 6:42:30 PM CDT

Company Name

Date

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

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

Registration of Business Name (if applicable) with the Missouri Secretary of State:

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

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

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Sharon Steadman

Authorized Representative's Signature

Sharon Steadman

Printed Name

HR Generalist

Title

10/26/2021

Date

sharon.steadman@omnigo.com

E-Mail Address

1206430

E-Verify Company ID Number

Subscribed and sworn to before me this 26th of October 2021 I am
(DAY) (MONTH, YEAR)

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

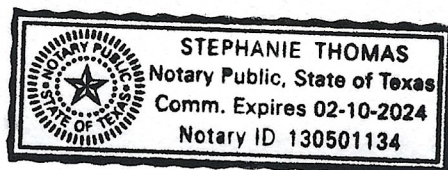
Texas, and my commission expires on 2/10/2024.
(NAME OF STATE) (DATE)

Stephanie Thomas

Signature of Notary

10/26/2021

Date



Company ID Number: 1206430

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1206430

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

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

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

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1206430

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

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

Company ID Number: 1206430

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

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

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

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

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

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

Company ID Number: 1206430

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

Company ID Number: 1206430

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

Company ID Number: 1206430

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

Company ID Number: 1206430

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

Company ID Number: 1206430

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1206430

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

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

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

Company ID Number: 1206430

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1206430

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

Company ID Number: 1206430

Approved by:

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

Company ID Number: 1206430

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

Company ID Number: 1206430

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

WISCONSIN

1 site(s)

Company ID Number: 1206430

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

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

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

Company ID Number: 1206430

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