

VENDOR AGREEMENT

Sho-Me Power Electric Cooperative, with its corporate headquarters located at 301 W. Jackson, Marshfield, Missouri, is an electric utility financed through an agency of the United States government. Sho-Me Power Electric Cooperative and its subsidiary Sho-Me Technologies, L.L.C. (collectively known as "Sho-Me") requires each vendor that provides materials and/or services ("Vendor") that are not project specific to become pre-authorized to receive payments from Sho-Me.

As a condition of doing business, or continuing to do business, with Sho-Me, the undersigned Vendor represents and agrees as follows:

Vendor is an independent contractor. Vendor and Sho-Me are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

This Agreement is not offered as an exclusive contract for any service, product, material or phase of construction on this or any other Sho-Me project.

The attached Rate Schedule (if applicable) shall remain in effect until superseded by an updated Rate Schedule.

INDEMNIFICATION

Vendor assumes the risk of loss and damage to its equipment on the premises of Sho-Me from all causes whatsoever, except such loss and damage directly and immediately caused by the negligence of Sho-Me.

Vendor shall be liable for any injury caused to Sho-Me property or any persons or property thereon by Vendor or any of its employees or its subcontractors to the extent caused by the negligence of vendor or vendor's agent(s) in the performance of the services required. Vendor shall indemnify and hold Sho-Me harmless from any loss, cost, damage, liability or other expense to the extent caused by vendor or vendor's agent(s) that Sho-Me may suffer or incur as the result of the materials, labor and services provided by Vendor.

INSURANCE REQUIREMENTS

(Exempt for Vendor if a Materials Supplier Only)

Vendor will maintain during the life of this Agreement at least the following types and limits of insurance with insurers possessing an A.M. Best rating of not less than A- and Class VII or better, and authorized to do business under the laws of the State(s) where work/services are performed:

Commercial General Liability Insurance covering all operations under the contract shall have limits not less than \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Vendor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Automobile Liability Insurance on any and all motor vehicles used in connection with the contract, whether owned, non-owned, rented or hired, shall have limits for bodily injury or death of not less \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. The required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Vendor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Workers' Compensation and Employers' Liability Insurance, as required by law, covering all its employees who perform any of the obligations of the Vendor under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

Sho-Me is to be included as an additional insured on Vendor's Commercial General Liability and Automobile Liability policies to the extent of the Vendor's obligations under the Contract. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to Sho-Me. Upon signing of this Agreement, Vendor's insurance company or agent will directly provide Sho-Me with a Certificate of Insurance evidencing the foregoing required coverage which shall provide not less than (30) days prior written notice to Sho-Me of any cancellation or material change in the insurance and upon renewal of the policies describes above.

Prior to the commencement of any work a Certificate of Insurance evidencing the required coverage must be provided by email directly from Vendor's insurance company or agent. The certificate must be issued naming Sho-Me as an Additional Insured on the policy and address Certificate Holder as follows:

**Sho-Me Power Electric Cooperative and
Sho-Me Technologies, L.L.C.
P.O. Box D
Marshfield, MO 65706**

Vendor's insurance company or agent may submit certificates, policy renewal certificates or changes via email to:

ContractAdmin@shomepower.com

If Vendor is unable to obtain insurance with the above limits should return this form to the address above with a written explanation of why they are unable to comply with this provision.

INSURANCE COVERAGE WAIVERS

GENERAL LIABILITY INSURANCE WAIVER

Sho-Me hereby waives the General Liability Insurance requirements for the Vendor named:

John T. Richards, CEO and General Manager

Date

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY WAIVER

Sho-Me hereby waives the Worker's Compensation and Employers' Liability Insurance requirements for the Vendor named:

John T. Richards, CEO and General Manager

Date

SAFETY COMPLIANCE

Vendor and Vendor's sub-contractors are responsible for compliance with all federal, state, and local authority safety and environmental regulations applicable to their scope of work. The most restrictive rule, regulation or policy shall apply in the event of a conflict among Sho-Me, Vendor, Vendor's sub-contractor, local, statw and/or federal regulations.

Sho-Me reserves the right to request any documentation to ensure compliance with the provisions of Occupational Safety and Health Standards (OSHA) and/or federal, state, and local authority safety regulations. This includes, but is not limited to, contractor Health and Safety programs, documentation relevant to any accident, near miss or first aid case. Vendor and Vendor's sub-contractors shall have training and certification records, licenses, and other such documentation for their employees that are pertinent to the work being performed. Inspection, maintenance, repair, and certification records of cranes, hoists, personnel lifts, scaffolds, excavation, etc., are subject to Sho-Me review. This information shall be made available for review either on site or available within 24 hours.

No worker under the influence of alcohol and/or drugs (other than prescribed) shall be allowed on Sho-Me properties or job sites. All Vendor personnel reporting for work in an unfit condition to safely perform assigned work functions shall be immediately dismissed from the job site.

Any work performed on or near electrical systems, electrical conductors are to be treated as energized. For the purpose of being apprised by Sho-Me of the electrical condition of any electrical system prior to commencing work in any location, Vendor is responsible for notifying Sho-Me of the location(s) in which it will be operating at any given time.

Unless otherwise specified, the Vendor and Vendor's sub-contractor is responsible for providing all necessary Personal Protective Equipment (PPE) needed by its employees for adequate protection from recognizable hazards where they cannot be protected by engineering or administrative controls. This equipment must meet all applicable regulatory requirements for PPE and be in good working order. The costs to purchase, maintain, and replace required PPE will be borne by the Vendor and be in accordance with regulatory requirements for payment for protective equipment.

All Sho-Me offices and other facilities are designated "No Smoking Areas." Smoking is not permitted near outdoor storage areas for flammable substances or when using flammable or combustible liquids. Vendor shall be responsible for providing adequate fire protection in its work areas, this includes providing adequate fire protection equipment. Vendor may not relocate, obstruct or disable emergency and fire equipment without authorization.

EQUAL OPPORTUNITY CLAUSE

THIS CONTRACT, UNLESS EXEMPT UNDER THE RULES, REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY OF LABOR (41 CFR, CH60) IS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE PRESCRIBED IN SECTION 202 OF EXECUTIVE ORDER 11246 AND SECTION 503 AND 38 USC 4212 ARE HEREIN INCORPORATED BY REFERENCE. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This rule prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This rule prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

ACH ENROLLMENT FORM

Vendor should complete and return the attached Automated Clearing House (ACH) Enrollment Form to ensure timely payments from Sho-Me.

VENDOR INFORMATION & SUBSTITUTE W-9

GENERAL INFORMATION		
VENDOR NAME (as registered with the IRS)		
TRADE VENDOR NAME/DBA		
PRIMARY ADDRESS (number, street and suite number)		REMITTANCE ADDRESS (number, street and suite number)
CITY, STATE, AND ZIP		CITY, STATE, AND ZIP
PHONE	FAX	EMAIL
1	VENDOR OFFERINGS TO SHO-ME	
	<input type="checkbox"/> Labor and Materials <input type="checkbox"/> Service Only (No materials to be purchased) <input type="checkbox"/> Materials Supplier Only (No labor or service) <input type="checkbox"/> Gratuitous (No fee for service)	
PAYMENT PREFERENCE		
<input type="checkbox"/> Check to Remittance Above <input type="checkbox"/> ACH Deposit (Must complete and submit the attached ACH ENROLLMENT FORM)		
TAX CLASSIFICATION (check only one)		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> LLC - Tax Classification: ____ (C = C Corporation, S = S Corporation, or P = Partnership) <input type="checkbox"/> OTHER		
TAXPAYER IDENTIFICATION NUMBER (TIN)		DUN & BRADSTREET D-U-N-S® NUMBER
SOCIAL SECURITY NUMBER		EMPLOYER IDENTIFICATION NUMBER
NAICS CODES		
1. _____ 2. _____ 3. _____ 4. _____ 5. _____		
PURCHASE ORDERS		
2	PO FAX	PO EMAIL
POTENTIAL CONFLICTS OF INTEREST		
3	Are you or any principal owner of your company of the following: A) a Sho-Me employee, B) in a business relationship with a Sho-Me employee, C) a family member of a Sho-Me employee, or D) a member of the same household (regardless of relationship) as a Sho-Me employee.	
	<input type="checkbox"/> Yes* <input type="checkbox"/> No *If yes, please identify the Sho-Me employee and the relationship to that employee (note that answering "yes" does not mean you cannot act as a vendor to Sho-Me, but requires steps to comply with Sho-Me's Conflicts of Interest Policy: _____	
CERTIFICATION		
4	As a legally authorized representative of the named Vendor, I hereby agree to abide by the provisions and requirements of this Vendor Agreement. Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other person (defined in the instructions). You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.	
	SIGNATURE	DATE
	PRINT NAME	TITLE

SUBMISSION

Upon completion of this VENDOR AGREEMENT and optional ACH ENROLLMENT FORM, please submit all pages to Sho-Me via one of these methods:

1. Upload to **FIRST,VERIFY®** website during initial or renewal of contractor prequalification at www.firstverify.com
2. Email to ContractAdmin@shomepower.com
3. Mail to **Sho-Me Power Electric Cooperative**
Attn: Contract Administrator
PO Box D
Marshfield, MO 65706

ACH ENROLLMENT FORM

VENDOR PAYMENT ELECTRONIC FUNDS TRANSFER AUTHORIZATION



Email to: AccountsPayable@shomepower.com



Email to: SMTAccountsPayable@shometech.com

New Request

Account Change

Cancel

PAYEE/COMPANY INFORMATION				
1	VENDOR NAME (as registered with the IRS)			
	ADDRESS			
	CITY, STATE, AND ZIP			
	ACCOUNTS RECEIVABLE CONTACT NAME	ACCOUNTS RECEIVABLE CONTACT PHONE		
	BUSINESS EMAIL ADDRESS (for payment notification)	DUN & BRADSTREET D-U-N-S® NUMBER		
FINANCIAL INSTITUTION INFORMATION (MUST BE A BUSINESS ACCOUNT)				
2	DEPOSITORY INSTITUTION NAME	BRANCH		
	ADDRESS			
	CITY, STATE, AND ZIP			
	TRANSIT ROUTING NUMBER	ACCOUNT NUMBER		
	ACCOUNT TYPE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS			
AUTHORIZATION				
3	<p>I (we) hereby authorize Sho-Me Power Electric Cooperative and/or Sho-Me Technologies, LLC, hereinafter called COMPANY, to initiate credit and, if necessary, debit entries and adjustments for any credit entries in error to my (our) account indicated above, at the depository Financial Institution named above, and to credit or debit the same from such account, I (we) acknowledge that the authority will remain ineffect until I have (or either of us) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.</p> <p>This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford COMPANY and Financial Institution a reasonable opportunity to act on it.</p>			
	SIGNATURE	DATE		
	PRINT NAME	TITLE		
SUBMIT THIS ACH FORM AND VOIDED CHECK TO ANY ONE OF THE FOLLOWING				
4	EMAIL (preferred): for Sho-Me Power: AccountsPayable@shomepower.com for Sho-Me Technologies: SMTAccountsPayable@shometech.com		FAX: (417) 468-7808	MAIL: P.O. Box D Marshfield, MO 65706
				CONTACT PHONE: (417) 859-2615