

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the January Adjourned

Term. 2026

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of April

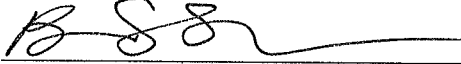
20 26

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached Change Order for New Vehicle Storage & Facility Improvements at Boone County Road & Bridge Facility. It is further ordered that Commissioner Janet Thompson is hereby authorized to sign said Agreement.

Done this 9<sup>th</sup> day of April 2026.

ATTEST:



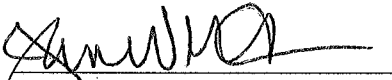
Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## CHANGE ORDER

---

PROJECT:

New Vehicle Storage & Facility Improvements at  
Boone County Road & Bridge Facility on Tom Bass  
Road, Bld Number 38-09DEC21

CHANGE ORDER NUMBER: 38

DATE OF ISSUANCE: 2/27/2026

CONTRACT DATE: 1/25/2022

OWNER:

Boone County Commission  
Boone County Government Center  
801 E. Walnut, Rm 333  
Columbia, MO 65201-7732

PWA PROJECT NUMBER: 201907

TO CONTRACTOR:

Curtiss-Manes-Schulte, Inc.  
1211 Business 54 South  
Eidon, MO 65026

ARCHITECT:

PWArchitects, Inc.  
2120 Forum Blvd., Ste. 101  
Columbia, MO 65203

### Change Order Number 38:

The Contract is changed as follows:

Cost adjustments for material and labor rate increases and to omit an Allowance that was determined to not be needed, as indicated in the attached Proposal #42 dated January 29, 2026.

This Change Order represents a maximum total amount that is authorized to complete the work indicated. Where any condition exists that will cause expenditure in excess of the cost authorized the Contractor will notify the Owner's Representative immediately for instructions.

The attached Proposal #42 from Curtiss-Manes-Schulte dated January 29, 2026, represents costs based on the scope identified on the above documents.

No additional Contract Time extension involving this Change will be issued.

The cost adjustments included in the attached Proposal #42 are due to raw material and labor rate cost increases incurred by the Contractor since the date of the original proposal. These are all related to Change Order #37 to add the sprinkler system and emergency generator to the Vehicle Storage Facility. These were thoroughly reviewed and determined to be consistent with and similar to cost increases seen by the Design Team on other recent projects. The additional costs total \$10,952.34, including OH&P.

Additionally, Proposal #42 includes a credit back to the Owner for structural analysis and structural reinforcement for the Vehicle Storage Facility which were ultimately determined to not be necessary by Varco-Pruden, the Metal Buildings Systems manufacturer of this facility, and the Contractor's Structural Engineer. Change Order #37 / Proposal #41 included a \$30,000 Structural Stress Test and Structural Reinforcement Allowance for the purpose of structural analysis and modification, should it be determined to be necessary by the Contractor's structural engineer and Metal Building Systems manufacturer. After the necessary analysis and coordination, structural modifications to the Vehicle Storage Facility were determined to not be necessary to support the new sprinkler system. Only \$2,000 of the \$30,000 Allowance was ultimately used for the structural analysis, and the remainder of \$28,000 is credit back to the Owner in Proposal #42.

The final cost of Proposal #42 is a net Credit to the Owner of \$17,047.66.

---

**CURTISS**

**MANES**

**SCHULTE**

**INC.**

General Contractor

## PROPOSED CHANGE ORDER

DATE: 01/29/2026

No. 42

TO:

Boone County Commission

801 E. Walnut St., Rm 333

Columbia, MO 65201

ATTN: Greg Edington

PROJECT:

New Vehicle Storage & Facility Improvements At

Boone County Road & Bridge Facility

TITLE: PCO 42 - RFP 10 Cost Increases

### DESCRIPTION OF PROPOSAL:

The attached proposals detail updated costs associated with RFP 10. This cost reassessment is due to raw material and labor rate increases since time of original proposal. The totals listed below are the overall differences in these costs.

Item	Description	Quantity	Units	Units Price	Amount
01	Stress Test/Structural Reinforcement Allowance	1	LS		(\$28,000.00)
02	Insurance & Bond	1	LS		\$2,617.54
03	Donaldson	1	LS		\$5,618.80
04	Advanced Concrete	1	LS		\$2,000.00
05	CMS Overhead & Profit	1	LS		\$716.00

TOTAL: \$17,047.66

**CURTISS MANES SCHULTE INC.**

P.O. Box 233

1211 Business 54 South

Eldon, Missouri 65026

Phone: 573-392-6553 Fax: 573-392-4527

*Ryan Brady*  
\_\_\_\_\_  
Ryan Brady

## Ryan Brady

---

**From:** Jared Verslues <JVerslues@crockettengineering.com>  
**Sent:** Thursday, November 6, 2025 1:49 PM  
**To:** Ryan Brady  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Ryan,

Our fee for the structural analysis of the roof framing will be \$2,000. Sorry for not getting that over to you sooner.

Thanks,  
Jared

Jared Verslues, PE



p 573.447.0292

**From:** Ryan Brady <ryan@cms-gc.com>  
**Sent:** Thursday, November 6, 2025 1:23 PM  
**To:** Jared Verslues <JVerslues@crockettengineering.com>  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Jared  
Do you have any costs associated with this analysis?  
Thanks.

### ***Ryan Brady***

Curtiss-Manes-Schulte, Inc.  
1211 Business 54 South | P.O. Box 233  
Eldon, Missouri 65026  
T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

*Quality Craftsmanship since 1959 – A Category of One Company*



**From:** Jared Verslues <JVerslues@crockettengineering.com>  
**Sent:** Wednesday, August 20, 2025 5:26 AM

**To:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>; Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>

**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Ryan/Bob,

Based on what is currently supported from the roof, the 5 psf collateral load has enough capacity to account for the new sprinkler pipes.

Thanks,  
Jared

Jared Verslues, PE



p 573.447.0292

**From:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Sent:** Monday, August 18, 2025 8:58 AM

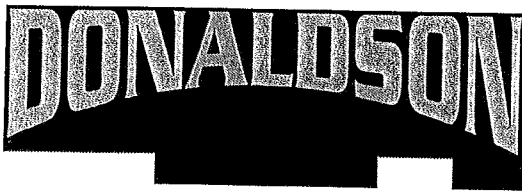
**To:** Jared Verslues <[JVerslues@crockettengineering.com](mailto:JVerslues@crockettengineering.com)>; Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>

**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Jared

Below is a pic of the interior at the BoCo Road & Bridge Vehicle Storage Building. I'll text it to you as well, so you have a clearer copy. Let me know if you need anything else.

Thanks.



PHONE - 573-581-2414

# PROPOSAL

Date: 1-24-2025

**WORK TO BE PERFORMED:**  
Boone Co Road & Bridge Fire Line

DESCRIPTION	UNIT/SIZE	QTY	PRICE	TOTAL
<b>3.) DEMO</b>				
Saw Cutting Inside and Outside (Electrical)	each	1	\$1,700.00	\$1,700.00
Concrete removal and haul off (Electrical)	Sq. Ft.	500	\$8.50	\$4,250.00
				\$0.00
				\$0.00
<b>Subtotal:</b>				<b>\$5,950.00</b>

<b>4.) SITE GRADING</b>				
Strip & Pile Topsoil	Cu. Yds.			\$0.00
Cut Site To Subgrade	Each	1	\$0.00	\$0.00
Dig Footings 12"x 36"x 32' & haul off spoils	Each	1	\$1,600.00	\$1,600.00
<b>Subtotal:</b>				<b>\$1,600.00</b>

<b>6.) DOMESTIC WATER LINES</b>				
6" C900	Ft.	75	\$50.00	\$3,750.00
8" C900	Ft.	30	\$68.50	\$2,055.00
Saw Cut Floor inside new building	Each	1	\$1,125.00	\$1,125.00
8" Gate Valve	Each	2	\$1,915.00	\$3,830.00
6" Gate Valve	Each	1	\$1,590.00	\$1,590.00
8" Fire Hydrant Assembly	Each	1	\$4,346.00	\$4,346.00
Ductile Iron Fittings & Stainless Steel Riser	Each	1	\$5,684.00	\$5,684.00
Tap Existing Main	Each	1	\$1,941.00	\$1,941.00
Rock Backfill	Each	1	\$1,500.00	\$1,500.00
Vac Trailer & Labor	Each	1	\$2,500.00	\$2,500.00
Thrust Blocks	Each	7	\$110.00	\$770.00
Flowable Fill under Footings	Each	1	\$850.00	\$850.00
Fence Removal and Replace	Each	1	\$2,230.00	\$2,230.00
<b>** Concrete floor patch not included in this bid **</b>				

Subtotal:

\$32,171.00

7.) Electrical				
Dig up and locate existing electric line & expose	Each	1	\$1,200.00	\$1,200.00
Dig in new electric conduit & haul off spoils	Each	1	\$3,500.00	\$3,500.00
Rock Backfill	Each	1	\$2,500.00	\$2,500.00
Vac Trailer and Labor Inside building	Each	1	\$2,500.00	\$2,500.00
Flowable Fill under Footings	Each	1	\$900.00	\$900.00
** Concrete floor patch not included in this bid **				
** Conduit to be installed by electrical Contractor **				

Subtotal:

\$10,600.00

9.) GENERATOR PAD (Rock Only)				
1" Base Rock	Ton	23	\$26.45	\$608.35
Placement & Compaction	Ton	23	\$6.50	\$149.50
Rock to dress up around Pad when finished	Each	1	\$3,280.00	\$3,280.00

Subtotal:

\$4,037.85

**TOTAL BID**

**\$54,358.85**

**NOTES**

- \* Pricing good for 30 days from date listed at top of bid.
- \* Material prices are changing every week. If prices continue to increase, our material prices and overall bid price may change to reflect these increases.
- \* Material availability is subject to change based upon supplier availability. Due to the current supply chain issues, there may be a longer lead time on some items.
- \* In order to meet quoted prices, materials may need to be purchased and stored once bid is awarded otherwise owner can expect change orders to cover cost differences.
- \* No permits are included in this bid
- \* No Rock or Dirt Testing included in this bid.
- \* No Construction Staking included in this bid.
- \* No Seeding or Strawing included in this bid.
- \* Any Utilities needing to be moved due to new construction will be done at owner's cost.
- \* Any Unsuitable Soils encountered will be handled as a change order.

**CONDITIONS**

We hereby propose to furnish the materials and perform the labor necessary for the completion  
 All material is guaranteed to be as specified, and the above work to be performed in accordance with  
 the drawings and specifications for above work, and completed in a substantial workmanlike manner.

ANY ALTERATIONS OR DEVIATIONS FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

---

Respectfully Submitted: Darren Donaldson

<b>ACCEPTANCE OF PROPOSAL</b> the work as specified.	
_____ SIGNATURE	_____ DATE

Not valid until signed by the Owner, Architect and Contractor.

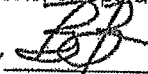
The original Contract Sum was	\$ 4,079,829.00
Net change by previously authorized Change Orders	\$ 1,084,200.94
The Contract Sum prior to this Change Order was	\$ 5,164,029.94
The Contract Sum will be Increased/Decreased by this Change Order in the amount of	\$ (17,047.66)
The new Contract Sum including this Change Order will be	\$ 5,146,982.28
The Original Contract Time for the project was	1,468 days
Contract Period for Construction is Increased/Decreased by	0 days
New Contract Period for New Building and Site	1,468 days
Contract Completion Date is	February 1, 2026

ARCHITECT  
Architect's Agent  
Erik Miller, AIA, CDT  
Principal, PWA Architects, Inc.

BY 

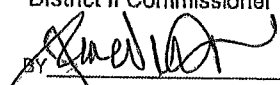
DATE 3/2/2026

CONTRACTOR  
Curtiss-Manes-Schulte, Inc.  
Bob Brown  
Director of Operations

BY 

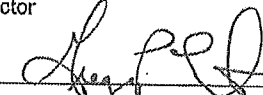
DATE 3/2/26

OWNER  
Boone County, Missouri  
Janet M. Thompson  
District II Commissioner

BY 

DATE 4/9/2026

OWNER'S REPRESENTATIVE  
Boone County Road & Bridge  
Greg Edington  
Director

BY 

DATE 4/1/26

# QUOTE

PO Box 16  
Eldon, MO 65026

Quote Date: 8/12/2025

Job Name: Boone R & B

Bill To:

NO Tax  
PW

CMS

Quote Expires: 9/11/2025

P.O. Number:

Terms:

Qty	Units	Description	PricePer	Amount
1		Place & Finish 8" Non - Reinforced Pavement. Form place, excavate and finish footings and Generator Pad. Spoils left on site, Install 7 Bollards around gen pad. Fill Bolt down bollards at water backflow. <b>Floor Patching Exclusions: NO Bollards or Anchor Bolts, No Concrete Faced Inso, No bolts or embeds provided, will install . No weather protection or admixtures. No cold weather admixtures or blankets. No dewatering, waterproofing or shoring. No surveying or testing. No epoxy bar or special finishes. No concure or moisture mitigating admix. No Water Cure SOG, No site concrete or block walls. No cutting of existing concrete.No Demo of any kind, No drain tile or wall backfill, No concrete paving or patching. No handrails, NO haul off of materials</b>	\$22,000.00	\$22,000.00
<b>Total Quote:</b>				\$22,000.00

## Ryan Brady

---

**From:** Jared Verslues <JVerslues@crockettengineering.com>  
**Sent:** Wednesday, August 20, 2025 5:26 AM  
**To:** Ryan Brady; Bob Brown  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Ryan/Bob,

Based on what is currently supported from the roof, the 5 psf collateral load has enough capacity to account for the new sprinkler pipes.

Thanks,  
Jared

Jared Verslues, PE



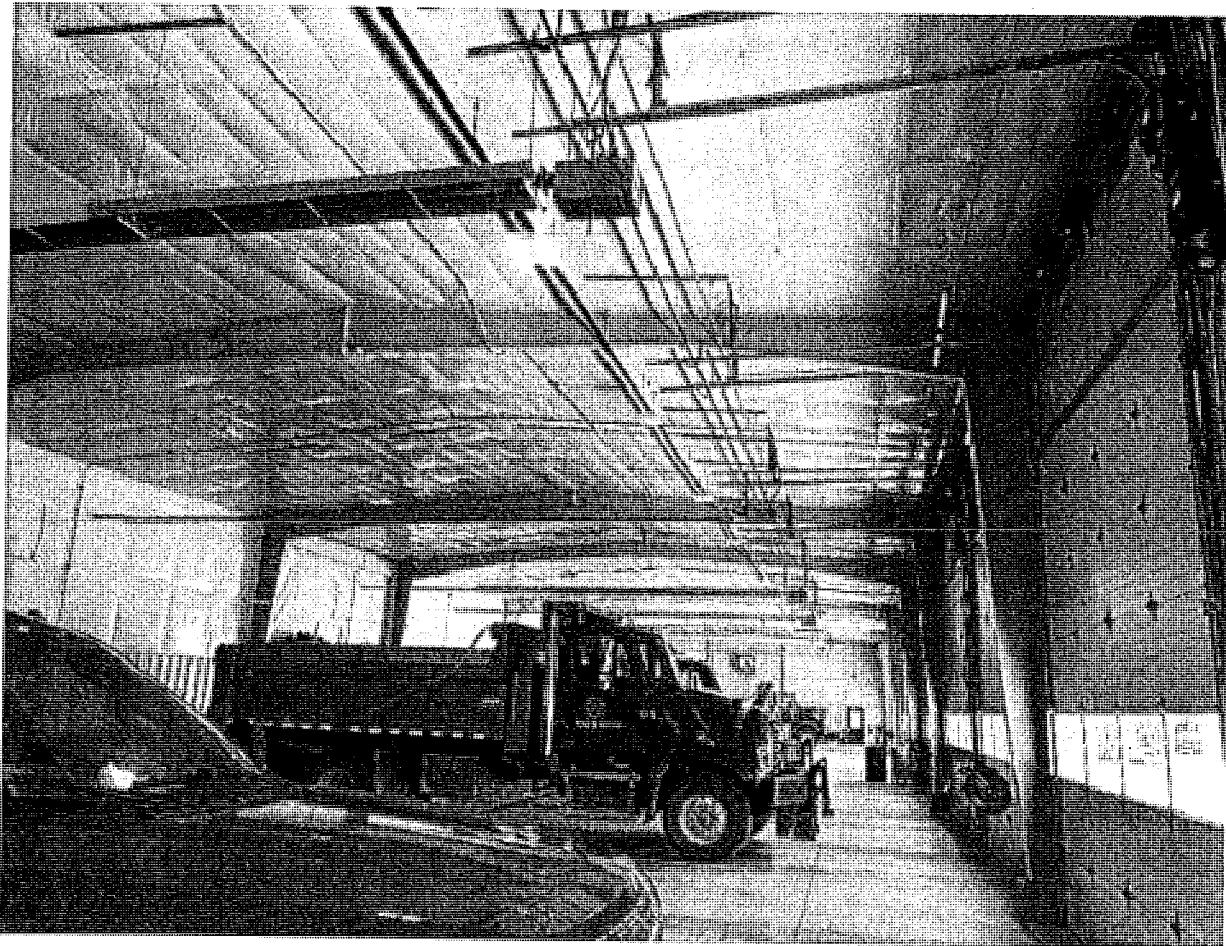
p 573.447.0292

**From:** Ryan Brady <ryan@cms-gc.com>  
**Sent:** Monday, August 18, 2025 8:58 AM  
**To:** Jared Verslues <JVerslues@crockettengineering.com>; Bob Brown <bbrown@cms-gc.com>  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Jared

Below is a pic of the interior at the BoCo Road & Bridge Vehicle Storage Building. I'll text it to you as well, so you have a clearer copy. Let me know if you need anything else.

Thanks.



**Ryan Brady**

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

*Quality Craftsmanship since 1959 – A Category of One Company*



**From:** Jared Verslues <[JVerslues@crockettengineering.com](mailto:JVerslues@crockettengineering.com)>

**Sent:** Saturday, August 16, 2025 3:06 PM

**To:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>; Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Bob,

I'll dive into this Monday and let you know which direction you need to go.

Thanks,  
Jared

Jared Verslues, PE



p 573.447.0292

**From:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>  
**Sent:** Thursday, August 14, 2025 12:10 PM  
**To:** Jared Verslues <[JVerslues@crockettengineering.com](mailto:JVerslues@crockettengineering.com)>; Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>  
**Subject:** FW: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Jared

I'm sure you have been made aware that they are adding wet Sprinkler to the Boone County Road & Bridge new storage facility. Attached are the new sprinkler layout and the existing conditions with weights of the items currently attached to the roof structure. I sent all of this to VP and their response was for us to get with you and see if the current 5# Cg will work. You can read thru the string below.

Let me know if you need anything else to make this determination.

---

Thank You,

**Bob Brown**

*Director of Operations*

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527

**From:** Moradi, Saied <[SMoradi@vp.com](mailto:SMoradi@vp.com)>  
**Sent:** Thursday, August 14, 2025 11:56 AM  
**To:** Schademan, Brenda <[BSchademan@vp.com](mailto:BSchademan@vp.com)>; Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>; Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>  
**Cc:** Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Just a little correction.

Bob,  
Your engineers may be OK with using 3 PSF ADL for the sprinkler system since the pipe are small on this one. That is his decision to make. If he is OK with using 3 PSF, then you won't have to do any modification to the building to add sprinklers.

**From:** Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>  
**Sent:** Thursday, August 14, 2025 11:45 AM  
**To:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>; Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>  
**Cc:** Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>; Moradi, Saied <[SMoradi@vp.com](mailto:SMoradi@vp.com)>  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Check to see if current 5# Cg is sufficient

Hi Bob,

I spoke to Saied on this just now.

He recommends you have one of the engineers C-M-S works with review the Sprinkler plan and the plan you just shared that shows weights, locations & qtys of items being supported.

Have that engineer determine if the current 5# Cg will cover all of it or not.

Then we will know if a stress check is needed.

If your engineer determines that the 5# Cg is not sufficient, ask him to tell you w much Cg needs to be increased.

Sound good?

Thanks,



**Brenda Schademan**  
Project Clarifier, Varco Pruden  
Office: 816-901-1271  
[www.VarcoPruden.com](http://www.VarcoPruden.com)



Varco Pruden is a division of BlueScope Buildings North America, which is a proud AIA Collaboration Partner.

**From:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>  
**Sent:** Thursday, August 14, 2025 10:01 AM  
**To:** Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>; Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>  
**Cc:** Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>  
**Subject:** RE: 21-029984-01 - Boone County New Vehicle Storage -Increase Cg 3# for sprinkler system

Please see the attached of the items attached to the roof structure. There isn't anything on the roof top.

Thank You,

**Bob Brown**

*Director of Operations*

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527

**From:** Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>  
**Sent:** Thursday, August 14, 2025 8:44 AM  
**To:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>; Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>  
**Cc:** Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>  
**Subject:** 21-029984-01 - Boone County New Vehicle Storage -Increase Cg 3# for sprinkler system

Hi Ryan,

Thank you for this information.

I just want to confirm that the objective is to increase the Cg (Collateral load from 5# to 8#).

If that is correct, I will reach out to the engineer and get an estimated cost & lead time for the design review.

Please confirm.

Thanks,



**Brenda Schademan**  
Project Clarifier, Varco Pruden  
Office: 816-901-1271  
[www.VarcoPruden.com](http://www.VarcoPruden.com)



**Collaboration Partner**

Varco Pruden is a division of BlueScope Buildings North America, which is a proud AIA Collaboration Partner.

**From:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Sent:** Tuesday, August 12, 2025 9:00 AM

**To:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>; Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>; Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>

**Subject:** RE: VP Project Number 21-029984-01 - Boone County New Vehicle Storage

Good morning Brenda

Please see attached sprinkler design and calcs. Let me know if there is anything more you need from me on this. Thank you.

### ***Ryan Brady***

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527 | C: 573.257.7870

*Quality Craftsmanship since 1959 – A Category of One Company*



**From:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>

**Sent:** Tuesday, July 15, 2025 2:05 PM

**To:** Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>; Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>

**Cc:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Subject:** RE: VP Project Number 21-029984-01 - Boone County New Vehicle Storage

We don't have that info yet, we are trying to get it all together now. We just got release this morning to do the work. Will get it to you ASAP

Thank You,

**Bob Brown**

*Director of Operations*

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527

**From:** Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>

**Sent:** Tuesday, July 15, 2025 1:50 PM

**To:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>; Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>

**Cc:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Subject:** RE: VP Project Number 21-029984-01 - Boone County New Vehicle Storage

Hi Bob,

Based on the email string I have on this starting back in January,

We were waiting on the new sprinkler plan.

\*so we know the main size (4"?) and locations.

Do you have that available now?

Please forward that to us and we will get you an estimate for the review.

Thanks,



**Brenda Schademan**

Senior Project Manager, Varco Pruden

**Office:** 816-901-1271 | **Cell:** 816-273-9268

[www.VarcoPruden.com](http://www.VarcoPruden.com)



**Collaboration Partner**

Varco Pruden is a division of BlueScope Buildings North America, which is a proud AIA Collaboration Partner.

**From:** Bob Brown <[bbrown@cms-gc.com](mailto:bbrown@cms-gc.com)>

**Sent:** Tuesday, July 15, 2025 12:53 PM

**To:** Lybarger, T.J. <[terry.lybarger@vp.com](mailto:terry.lybarger@vp.com)>; Schademan, Brenda <[bschademan@vp.com](mailto:bschademan@vp.com)>

**Cc:** Ryan Brady <[ryan@cms-gc.com](mailto:ryan@cms-gc.com)>

**Subject:** VP Project Number 21-029984-01 - Boone County New Vehicle Storage

TJ

We previously requested a proposal for a structural stress analysis for the Boone County New Vehicle Storage project. The owner has now approved moving forward with this assessment.

This additional analysis is required due to the planned installation of a wet sprinkler pipe fire suppression system, which was not included in the original design.

Please let us know if you need any further information or documentation from our side to proceed.

Thank You,

**Bob Brown**

*Director of Operations*

Curtiss-Manes-Schulte, Inc.

1211 Business 54 South | P.O. Box 233

Eldon, Missouri 65026

T: 573.392.6553 | F: 573.392.4527

---

NOTICE - This message and any attached files may contain information that is confidential, legally privileged or proprietary. It is intended only for use by the intended recipient. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, be advised that you have received this message in error. Any dissemination, copying, use or re-transmission of this message or attachment, or the disclosure of any information therein, is strictly forbidden. BlueScope Steel Limited does not represent or guarantee that this message or attachment is free of errors, virus or interference.

If you have received this message in error please notify the sender immediately and delete the message. Any views expressed in this email are not necessarily the views of BlueScope Steel Limited

---

NOTICE - This message and any attached files may contain information that is confidential, legally privileged or proprietary. It is intended only for use by the intended recipient. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, be advised that you have received this message in error. Any dissemination, copying, use or re-transmission of this message or attachment, or the disclosure of any information therein, is strictly forbidden. BlueScope Steel Limited does not represent or guarantee that this message or attachment is free of errors, virus or interference.

If you have received this message in error please notify the sender immediately and delete the message. Any views expressed in this email are not necessarily the views of BlueScope Steel Limited

---

NOTICE - This message and any attached files may contain information that is confidential, legally privileged or proprietary. It is intended only for use by the intended recipient. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, be advised that you have received this message in error. Any dissemination, copying, use or re-transmission of this message or attachment, or the disclosure of any information therein, is strictly forbidden. BlueScope Steel Limited does not represent or guarantee that this message or attachment is free of errors, virus or interference.

If you have received this message in error please notify the sender immediately and delete the message. Any views expressed in this email are not necessarily the views of BlueScope Steel Limited

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Brian McCollum, for the 2020 tax bill year, to strike from the delinquent tax rolls, property tax balances on real estate tax, personal property tax, railroad and utility, nuisance abatements and community improvement district assessments as follows:

State	\$	551.60
County	\$	4,294.41
School Districts	\$	110,405.59
Cities	\$	6,394.83
Fire Districts	\$	3,023.71
Library Districts	\$	5,713.38
Surtax	\$	1,321.74
Nuisance	\$	0.00
Common Road	\$	892.84
Centralia Common Road	\$	26.66
Total	\$	<u>132,624.76</u>

These 2020 real estate taxes, personal property taxes, railroad and utility, nuisance abatements and community improvement district assessments are stricken for the following reasons:

- After due diligence, the collector cannot locate the owners; or
- Bankruptcy or probate proceedings have intervened making the balances due uncollectible; or,
- The real estate property was sold via a Post-Third Offering Delinquent Tax Certificate Sale; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

The above total of \$132,624.76 breaks out as follows:

- Personal property \$ 110,546.01
- Bankruptcy and/or probate \$ 780.96
- Tax exempt acquisitions \$ 21,297.79

The following tax amounts represent 2019 and prior tax bills that were previously stricken from the delinquent tax rolls in Boone County. The tax amounts were added

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

Term. 20

In the County Commission of said county, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

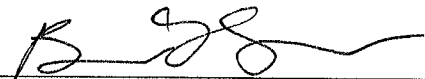
the following, among other proceedings, were had, viz:

back to the delinquent tax rolls and collected and distributed to the taxing entities during the period of March 1, 2025, through February 28, 2026.

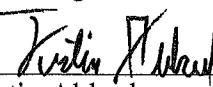
State	\$	10.89
County	\$	84.76
School Districts	\$	2,144.97
Cities	\$	134.48
Fire Districts	\$	42.10
Library Districts	\$	117.38
Common Road Districts	\$	18.10
Total	\$	<u>2,552.68</u>

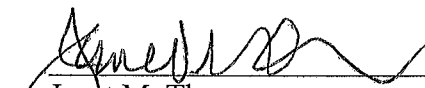
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of April

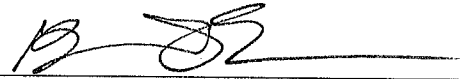
20 26

the following, among other proceedings, were had, viz:

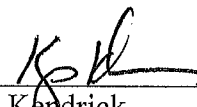
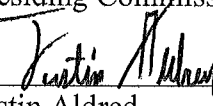
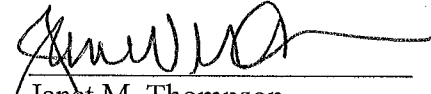
Now on this day, the County Commission of the County of Boone does hereby approve an application to apply for the state grant – Missouri Department of Public Safety 2027 State Services to Victims Fund (SSVF) for the period of July 1, 2026 to June 30, 2027.

Done this 9<sup>th</sup> day of April 2026.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR



STATE SERVICES TO VICTIMS FUNDS GRANT (SSVF)  
2024 CERTIFIED ASSURANCES

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the SSVF Notice of Funding Opportunity, the DPS Financial and Administrative Guide, the DPS Subrecipient Travel Guidelines, and other applicable state laws or regulations.
2. **Compliance Training:** As a recipient of state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **Non-Supplanting:** The Subrecipient assures that state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project. **Per Section 595.050 (2) RSMo this restriction shall not apply to funds used by any not-for-profit agency.**
4. **Change in Personnel:** The Subrecipient agrees to notify, within 30 days, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact.
5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants. Subaward Adjustment requests must be submitted at least 30 days prior to the proposed effective date of the change.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
- (a) Submitted a claim that violates the False Claims Act; or
  - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: Office for Victims of Crime/Crime Victims Services Unit  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

Email: [cvsu@dps.mo.gov](mailto:cvsu@dps.mo.gov)  
DPS Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

9. **Non-Disclosure Agreements:** The Subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the Missouri Department of Public Safety or other agency authorized to receive such information.

In accepting the subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
  - (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to DPS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by DPS.
10. **Fair Labor Standards Act:** All Subrecipients will comply with the provisions of the Federal Fair Labor Standards Act (FLSA) and/or all Missouri labor laws as applicable. See Missouri Department of Labor and Industrial Relations (MODOLIR).
11. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in

violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

12. **Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
13. **Texting While Driving:** The Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
14. **Drug-Free Workplace:** The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:
    - Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: Office for Victims of Crime/Crime Victims Services Unit  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749
    - Email: [cvsu@dps.mo.gov](mailto:cvsu@dps.mo.gov)
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

### **Civil Rights**

1. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
2. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

### **Financial:**

1. **Fund Availability:** The Subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "SSVF Notice of Funding Opportunity". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with funds under this subaward shall be used for approved project purposes only.
5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "SSVF Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
6. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a

result of this subaward shall be expended during the life of the project period, unless otherwise stated.

7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
  - (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
  - (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
  - (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
  - (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
10. **Debarment/Suspension:** The Subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The Subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.
11. **Audit:** The Subrecipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies), of \$375,000 or more is expended by the Subrecipient. The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met the requirements to have an audit.
12. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

13. **Enforceability:** If a Subrecipient fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

**Programmatic:**

1. **Services to Victims of Domestic and/or Sexual Violence and their children:** If providing services to victims of domestic and/or sexual violence and their children through the subaward, the subrecipient will comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence (MOCADSV) Standards for Domestic Violence Programs and/or the MOCADSV Standards for Sexual Violence Programs, as they relate to the provision of services required herein.
2. **Services to All Other Victims of Crime:** If not primarily providing services to victims of domestic and/or sexual violence through the subaward, the subaward will comply with the program standards and guidelines set forth by the Missouri Department of Public Safety, Crime Victim Services Program Standards and Guidelines, as they relate to the provision of services required herein.
3. **Printed Materials:** All materials and publications resulting from award activities shall contain the following statements: *"This project was supported by funding made available through the State Services to Victims grant program administered by the Missouri Department of Public Safety. The opinions, findings, conclusions, and recommendations expressed in this publication are those of the author and do not necessarily reflect the views of the Missouri Department of Public Safety."*
4. **Code of Professional Ethics:** The Subrecipient will comply with the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Providers.
5. **Victims' Rights Compliance:** The Subrecipient will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for Victims' Rights and Section 595.209, RSMo.
6. **Court Records:** To comply with Section 595.226 RSMo; after August 28, 2007, any information contained in any court record, whether written or published on the internet, including any visual or aural recordings that could be used to identify or locate any victim of an offense under Chapter 566 RSMo or a victim of domestic assault or stalking shall be closed and redacted from such record prior to disclosure to the public. Identifying information shall include the name, home or temporary address, telephone number, Social Security number, place of employment, or physical characteristics, including an unobstructed visual image of the victim's face or body.
7. **Non-disclosure of Confidential or Private Information:** The Subrecipient will not disclose personally identifying information about victims served with SSVF funds without a written release unless the disclosure of the information is required by a statute or court order. This applies whether the information is being requested for any SSVF program or another federal agency, state, tribal, or a territorial funding program. This provision also limits disclosures by SSVF subrecipients to other federal subrecipients, including disclosures to statewide or regional databases.
8. **Lobbying:** The Subrecipient assures that no funds awarded will be used to pay, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence any employee of the Missouri Department of Public Safety or any member of the Missouri legislature in entering into of any subaward, extension, continuation, renewal, amendment, or modification of any DPS subaward;
9. **Claims Schedule:** Claims for Reimbursement and all required supporting documentation will be submitted via WebGrants by the 5th of each month. If the specified due date falls on a weekend or holiday, the Claim for Reimbursement must be received by the first working day after the weekend or holiday. Claims for Reimbursement submitted after deadline may not be processed



until the following month. Claims for Reimbursement are due each month whether or not any funds were expended.

Claims for Reimbursement will be submitted within 60 days of the time the expense was incurred. DPS reserves the right to deny reimbursement of any expense that falls outside the 60 day requirement, is not identified in the approved budget, or is unallowable. Final expenses must be submitted within 35 days of the end of the contract period.

Failure to submit the required forms and supporting documentation on time shall be considered a failure to adhere to the terms of the Subaward and may result in the delay of reimbursement and/or termination of the subaward contract.

10. **Time and Effort Records Requirement:** All project personnel funded through the subaward will maintain timesheets that detail 100% of their time along with the corresponding activities/services provided. Timesheets must be signed by both the employee and the appropriate approving official. Properly signed timesheets must accompany each Claim for Reimbursement for personnel expenses.
11. **Claims for Reimbursement with Errors:** Claims for Reimbursement should be reviewed for accuracy prior to submission. Any Claim for Reimbursement submitted with errors may be negotiated back to the Subrecipient for corrections via WebGrants. If the errors are not corrected after two (2) negotiations, the Claim for Reimbursement is subject to withdrawal by DPS and will not be paid. If a Claim for Reimbursement is withdrawn by DPS due to errors, correspondence will be sent to the Authorized Official, the Project Director and other contacts as deemed appropriate by DPS.
12. **Annual Status/Performance Report:** The Subrecipient assures it will provide information on the activities supported and an assessment of the effects that the SSVF victim assistance funds have had on services to crime victims for a one year period. That period will run January 1 through December 31. This information will be submitted annually on the DPS "SSVF Annual Performance Report" no later than 15 days following the end date of the reporting period each year.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise. I also acknowledge that DPS awards, including certifications provided in connection with such awards, are subject to review by DPS.

The Subrecipient hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the Notice of Funding Opportunity packet.			
Agency Name:		Contract Number:	
Boone County Prosecutor's Office			
Applicant Authorized Official (AO) Printed Name:	Date:	Applicant Project Director (PD) Printed Name:	Date:
Kip Kendrick, Presiding Commissioner		Tracy Skaggs, Project Director	04/08/2026
Applicant Authorized Signature		Applicant Project Director Signature	
			

**2024 State Services to Victims Fund (SSVF)  
SPECIAL CONDITIONS APPLICABLE  
TO LAW ENFORCEMENT:**

To be eligible for funding administered by the Missouri Department of Public Safety, law enforcement agencies must comply with the following requirements at the time of application:

These requirements are summarized. Agencies should review each of the statutes noted to determine the obligation of the agency. An agency awarded funding must maintain compliance throughout the entire period of performance.

**Section 590.650 RSMo – Vehicle Stops Report**

Each law enforcement agency shall compile required data into a report to the attorney general and submit the report to the attorney general no later than March first of the following calendar year.

**NOTE:** The applicant is responsible for verifying the submission of this report to the Office of the Missouri Attorney General prior to applying for funding. A copy of the report does not need to be submitted with the application.

**Section 590.700 RSMo – Written Policy on Recording of Custodial Interrogations**

Each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit certain felony crimes.

**NOTE:** The applicant is responsible for ensuring the required written policy is in place prior to submitting an application.

**Section 43.544 RSMo – Written Policy on Forwarding Intoxication-Related Traffic Offenses**

Each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository.

**NOTE:** The applicant is responsible for ensuring the prescribed written policy is in place prior to submitting an application.

**Section 590.1265 RSMo – Police Use of Force Transparency Act of 2021**

Each law enforcement agency shall collect and report data on use-of-force incidents.

**Section 43.505 RSMo – National Incident-Based Reporting System (NIBRS)**

Each law enforcement agency must submit crime incident reports to DPS on forms or in the format prescribed by the department and submit any other crime incident information which may be required by DPS. Agencies that are not compliant at the time of application will only be eligible for grant funds to assist the agency to become compliant. For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months.

**NOTE:** Show Me Crime Reporting provides a no cost option for agencies to comply with Section 43.505 RSMo. Agencies that are not currently compliant with Section 43.505 RSMo will not be eligible to apply until they have registered with Show Me Crime Reporting and have begun submitting MIBRS reports.

<https://showmecrime.mo.gov/CrimeReporting/MIBRSRegistration.html>

**Section 590.030 RSMo – Rap Back Program Participation**

All law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

**Death in Custody Reporting Act of 2013, Pub. L. No. 113-242**

States must report to the U.S. Attorney General information regarding the death of any person who is in custody. To allow the State to meet its reporting obligations under DCRA, an agency experiencing a death in custody event must timely submit required information to DPS. Additional information on DCRA is available at <https://dps.mo.gov/dir/programs/cjle/dcra.php> and <https://bja.ojp.gov/funding/performance-measures/DCRA-Reporting-Guidance-FAQs.pdf>, Pages 4-5.

**\*\* NOTE: This list of grant requirements for law enforcement agencies is not all-inclusive. Additional grant requirements may apply to specific grant funding opportunities and awarded agencies. \*\***

176 -2026

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 2026

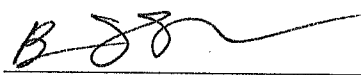
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

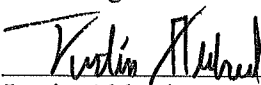
Now on this day, the County Commission of the County of Boone does hereby approve the award Contract C001102 (MC2260192005) - Ammunition for the Boone County Sheriff's Office. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

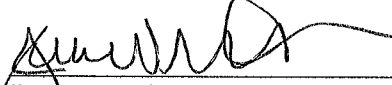
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Brijanna Purdy  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4394

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Brijanna Purdy, Buyer  
DATE: March 23, 2026  
RE: Cooperative Contract: State of MO MC260192005 -  
Ammunition

Boone County Sheriff's Office requests permission to utilize the State of MO cooperative contract MC260192005 with Sunset Law Enforcement LLC for the purchase of the following ammunition.

Description	Rounds per Case	Firm Unit Price -Per Case
CEN90225 - Horn 9mm Luger +P 135gr FL Crit Duty	50 rounds per case	\$30.51
CEN80725 - Horn 308 Win 168 gr ELD Match Tap Precision	20 rounds per case	\$29.19
<b>Firm, Fixed Percentage Discount</b> to be applied to prices provided in the vendor's price list/catalog for other available ammunition.	34%	

The county contract number is C001102.

This contract is a term and supply contract that will run from date of award through January 17, 2027. The contract has two (2) one-year renewal options. The budget for this is:

- 1251-23200 \$78,100
- 1255-23200 \$2,500
- 6602-23200 \$12,000

cc: Brian Leer, Leasa Quick – Sheriff's Office  
Contract File

Quote

Sunset Law Enforcement  
 303 Sherman Ave  
 Ackley, IA 50601  
 (641) 847-2464

Order Number: 0013440  
 Order Date: 2/24/2026

Salesperson:  
 Customer Number: 0065202

Sold To:  
 BOONE COUNTY SHERIFFS OFFICE - MO  
 2121 E. COUNTY DRIVE  
 COLUMBIA, MO 65202  
 Confirm To:  
 BRIAN LEER

Ship To:  
 BOONE COUNTY SHERIFFS OFFICE - MO  
 2121 E. COUNTY DRIVE  
 COLUMBIA, MO 65202

Customer P.O.	Ship VIA	F.O.B.	Terms			
PURDY - EMAIL	CROSS COUNTRY		NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
CEN80295	BX	1,500.00	0.00	0.00	\$25.110	\$37,665.00
Horn 223 Rem 53gr CX Tap Patrol (20/10)						
(LINE 1)						
CENF223FRANG	BX	100.00	0.00	0.00	\$31.500	\$3,150.00
Flocchl 223 Rem 45gr Frangible						
(LINE 3)						
CEN80225	BX	100.00	0.00	0.00	\$30.510	\$3,051.00
Horn 9mm Luger +P 135gr FL Crit Duty (50 rds/box)						
(LINE 4)						
CEN90222	BX	800.00	0.00	0.00	\$22.100	\$17,680.00
Horn 9mm 135gr Crimp Lock Training						
(LINE 5)						
CEN90230	BX	100.00	0.00	0.00	\$29.440	\$2,944.00
Horn 9mm Luger 90gr Frangible (50)						
(LINE 6)						
CEN80725	BX	100.00	0.00	0.00	\$29.190	\$2,919.00
Horn 308 Win 168 gr ELD Match Tap Precision						
(LINE 7)						
HUN86245	BX	100.00	0.00	0.00	\$11.540	\$1,154.00
Horn 12ga Frangible 3/4oz Slug TAP ENTRY (5)						
(LINE 9)						
CEN91319	BX	600.00	0.00	0.00	\$36.320	\$21,792.00
Horn 40 S&W 125 gr Frangible (50)						
(LINE 17)						
CEN90931	BX	600.00	0.00	0.00	\$35.860	\$21,516.00
Horn 45 ACP 145gr Frang (50)						
(LINE 20)						

\*\*PRICES REFLECT CASH, CHECK OR ACH PAYMENT  
 \*\*4% CONVENIENCE FEE WILL BE ADDED FOR CARD USE

Net Order: \$111,871.00  
 Less Discount: \$0.00  
 Freight: \$0.00  
 Sales Tax: \$0.00  
**Order Total: \$111,871.00**

[MY ACCOUNT](#)[HOME](#)[SEARCH](#)[MISC INFO](#)[UCC FILING](#)[Help](#)

### Limited Liability Company Details as of 3/17/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

To terminate an entity two documents are required:

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO  
SEARCH RESULTS](#)[Create Filing](#)[FILE  
ONLINE](#)

Amended Certificate of Registration of a Foreign LLC

[ORDER COPIES/  
CERTIFICATES](#)

General Information	Filings	Principal Office Address		
	Name	SUNSET LAW ENFORCEMENT LLC	Principal Office Address	303 Sherman Ave Ackley, IA 50601
	Type	Limited Liability Company	Charter No.	FL001420924
	Domasticity	Foreign	Home State	IA
	Registered Agent	REGISTERED AGENTS INC 117 South Lexington Street Ste 100 Harrisonville, MO 64701	Status	Active
	Date Formed	7/27/2017		
	Duration	Perpetual		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



Scheduled SAM Maintenance Show Details  
Mar 17, 2026



See All Alerts

Contract Awards Scheduled Maintenance Show Details  
Mar 16, 2026



Home Search Data Bank Data Services Help

Search

All Words

e.g. 1606N020Q02

Filter By

### Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- Any Words i
- All Words i
- Exact Phrase i

e.g. 123456789, Smith Corp

"sunset law enforcement" x

Classification ∨

Excluded Individual ∨

Excluded Entity ∨

Federal Organizations ∨

Exclusion Type ∨

Exclusion Program ∨

Location ∨

Dates ∨

Reset



# No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

## Our Website

[About This Site](#)

[Our Community](#)

[Release Notes](#)

[System Alerts](#)

## Policies

[Terms of Use](#)

[Privacy Policy](#)

[Restricted Data Use](#)

[Freedom of Information Act](#)

[Accessibility](#)

## Our Partners

[Acquisition.gov](#)

[USASpending.gov](#)

[Grants.gov](#)

[More Partners](#)

## Customer Service

[Help](#)

[Check Entity Status](#)

[Federal Service Desk](#)

[External Resources](#)

[Contact](#)



### WARNING

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

**PURCHASE AGREEMENT  
AMMUNITION QVL for SHERIFF'S OFFICE**

**THIS AGREEMENT**, County Contract **C001102** awarded from cooperative contract **MC260192005**, dated the 9<sup>th</sup> day of April 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sunset Law Enforcement LLC** herein "Vendor."

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for ammunition in compliance with all bid specifications and any addendum issued for the State of Missouri Office of Administration Contract **MC260192005**, Sunset Law Enforcement LLC's quote dated **February 24, 2026** from **Mike Bright** on behalf of the Contractor, attached as **Attachment One**, and Boone County's Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications, and literature submitted with the bid response may be permanently maintained in the County Purchasing Office contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Office of Administration Contract **MC260192005**, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response or Contractor's quote forms.

2. **Purchase** – The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with the following ammunition:

Description	Rounds per Case	Firm Unit Price -Per Case
CEN90225 - Horn 9mm Luger +P 135gr FL Crit Duty	50 rounds per case	\$30.51
CEN80725 - Horn 308 Win 168 gr ELD Match Tap Precision	20 rounds per case	\$29.19
<b>Firm, Fixed Percentage Discount</b> to be applied to prices provided in the vendor's price list/catalog for other available ammunition.		<b>34%</b>

3. **Purchase Order** – The County will issue a Purchase Order for any order placed under this contract.

4. **Contract Period** – The contract period shall run from the date of award through January 17, 2027. The County shall have the option to renew the contract for two (2) one-year periods subsequent to the initial contract period.

5. **Delivery** - The contractor shall deliver ordered ammunition to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. Actual delivery time must be coordinated with the Boone County Sheriff's Office by contacting Captain Brian Leer at 573-875-1111. Extension 6428. Delivery shall occur within four (4) calendar days after receipt of order. Any delays must be promptly communicated to the

Boone County Sheriff's Office. All purchases must be **FOB destination** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

6. **Warranty** – The standard manufacturer's warranty shall apply.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the price listed herein. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

8. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

9. **Termination** - The County may terminate this agreement upon thirty (30) calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
- c. Termination for Convenience – The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
- d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SUNSET LAW ENFORCEMENT LLC**

**BOONE COUNTY, MISSOURI**  
by: Boone County Commission

DocuSigned by:  
by Mike Bright  
EB25A74868494A1...

Signed by:  
Kip Kendrick  
2B83ECDD7F8E4A6...

title President

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
CJ Dykhous  
7D71DEAEB9D74DD...

CJ Dykhous, County Counselor

Brianna L. Lennon  
Brianna L. Lennon, County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
*Kyle Pierson by AN*  
8E8FE1148A274E1...

3/25/2026

1251/23200 – Term & Supply  
1255/23200 – Term & Supply  
6602/23200 – Term & Supply

---

Signature

Date

Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it 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.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
20. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
21. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

*Revised 01/10/24*

**Quote**

Sunset Law Enforcement  
 303 Sherman Ave  
 Ackley, IA 50601  
 (641) 847-2464

**Order Number:** 0013440  
**Order Date:** 2/24/2026

**Salesperson:**  
**Customer Number:** 0065202

**Sold To:**  
 BOONE COUNTY SHERIFFS OFFICE - MO  
 2121 E. COUNTY DRIVE  
 COLUMBIA, MO 65202  
**Confirm To:**  
 BRIAN LEER

**Ship To:**  
 BOONE COUNTY SHERIFFS OFFICE - MO  
 2121 E. COUNTY DRIVE  
 COLUMBIA, MO 65202

Customer P.O.	Ship VIA	F.O.B.	Terms			
PURDY - EMAIL	CROSS COUNTRY		NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
CEN80295 Horn 223 Rem 53gr CX Tap Patrol (20/10) (LINE 1)	BX	1,500.00	0.00	0.00	\$25.110	\$37,665.00
CENF223FRANG Fiocchi 223 Rem 45gr Frangible (LINE 3)	BX	100.00	0.00	0.00	\$31.500	\$3,150.00
CEN90225 Horn 9mm Luger +P 135gr FL Crit Duty (50 rds/box) (LINE 4)	BX	100.00	0.00	0.00	\$30.510	\$3,051.00
CEN90222 Horn 9mm 135gr Crimp Lock Training (LINE 5)	BX	800.00	0.00	0.00	\$22.100	\$17,680.00
CEN90230 Horn 9mm Luger 90gr Frangible (50) (LINE 6)	BX	100.00	0.00	0.00	\$29.440	\$2,944.00
CEN80725 Horn 308 Win 168 gr ELD Match Tap Precision (LINE 7)	BX	100.00	0.00	0.00	\$29.190	\$2,919.00
HUN86245 Horn 12ga Frangible 3/4oz Slug TAP ENTRY (5) (LINE 9)	BX	100.00	0.00	0.00	\$11.540	\$1,154.00
CEN91319 Horn 40 S&W 125 gr Frangible (50) (LINE 17)	BX	600.00	0.00	0.00	\$36.320	\$21,792.00
CEN90931 Horn 45 ACP 145gr Frang (50) (LINE 20)	BX	600.00	0.00	0.00	\$35.860	\$21,516.00


\*\*PRICES REFLECT CASH, CHECK OR ACH PAYMENT  
 \*\*4% CONVENIENCE FEE WILL BE ADDED FOR CARD USE

Net Order: \$111,871.00  
 Less Discount: \$0.00  
 Freight: \$0.00  
 Sales Tax: \$0.00  
**Order Total: \$111,871.00**

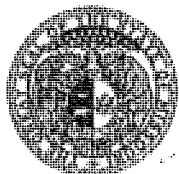


## NOTICE OF AWARD

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

<b>SOLICITATION NUMBER</b> STATE 0000000192SL	<b>CONTRACT TITLE</b> Statewide Ammunition Qualified Vendor's List (QVL)
<b>CONTRACT NUMBER</b> MC260192005	<b>CONTRACT PERIOD</b> January 18, 2026 through January 17, 2027
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>MissouriBUYS SYSTEM ID</b> MB00111499/1000675
<b>CONTRACTOR NAME AND ADDRESS</b> Sunset Law Enforcement, LLC 303 Sherman Ave. Ackley, IA 50601	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various Locations throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Sunset Law Enforcement, LLC in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE 0000000192SL is accepted for line items 1-5, 8-11, 13, 15-16, 22, 28-31, 33, 39-46, 48, 52, 54, 57-58, 64, 72-75, and 81.	
<b>BUYER</b> Danielle Gesch	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:Danielle.Gesch@oa.mo.gov">Danielle.Gesch@oa.mo.gov</a> Phone: (573) 751-3331 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> January 14, 2026
<b>DIRECTOR OF PURCHASING</b>  Stacia L. Dawson	

## EXHIBIT A PROPOSAL SIGNATURE PAGE



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)**

### STATE 0000000192SL STATEWIDE AMMUNITION QUALIFIED VENDOR'S LIST (QVL) BAFO 01

<b>Vendor's Organization Name:</b>		Sunset Law Enforcement, LLC	
<b>MissouriBUYS Supplier Number:</b>		MB00111499	
<b>Point of Contact:</b>		Mike Bright	
<b>Phone Number:</b>	(641) 847-2464	<b>Email Address:</b>	mike@sunsetle.com
<b>Mailing Address:</b>		303 Sherman Ave	
<b>City/State/Zip:</b>		Ackley, IA 50601	
<b>Vendor Tax Filing Type with IRS (check one):</b>		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>What date did the vendor's organization begin operation?</b>		Date: 01/01/2010 MM/DD/YYYY	

*I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.*

<b>Authorized Signature</b> 	<b>Date</b> 12/30/2025
<b>Printed Name</b> Mike Bright	<b>Title</b> President / Owner

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**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:

**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.

**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.

**Public Entity:** the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

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

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - 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 Sunset Law Enforcement, LLC (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.

MIKE BRIGHT

\_\_\_\_\_  
Authorized Representative's Name (Please Print)



\_\_\_\_\_  
Authorized Representative's Signature

SUNSET LAW ENFORCEMENT, LLC

\_\_\_\_\_  
Company Name

12/30/2025

\_\_\_\_\_  
Date

**BOX C - COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (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.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE 0000000192SL

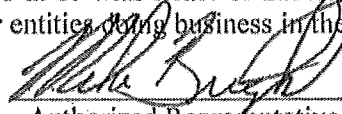
**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

**BOX D - PUBLIC ENTITY**

I certify that Sunset Law Enforcement, LLC(Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.

MIKE BRIGHT

Authorized Representative's Name (Please Print)



Authorized Representative's Signature

SUNSET LAW ENFORCEMENT, LLC

Company Name

12/30/2025

Date

STATE 0000000192SL

Page 77

**BUSINESS COMPLIANCE EXHIBIT J,  
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	N/A %

Michael L. Parson

Kenneth J. Zellers

---



Stacia L. Dawson  
*Director*

---

State of Missouri  
**Office of Administration**  
**Division of Purchasing**  
Post Office Box 809  
Jefferson City, Missouri 65102  
(573) 751-2387  
purchmail@oa.mo.gov

December 30, 2025

Sunset Law Enforcement, LLC  
Attn: Mike Bright  
303 Sherman Ave.  
Ackley, IA 50601

**SENT VIA EMAIL:** [mike@sunsetle.com](mailto:mike@sunsetle.com)

Dear Sunset Law Enforcement, LLC:

In accordance with paragraph 5.8.4 of STATE 0000000192SL – Statewide Ammunition Qualified Vendor’s List (QVL), this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

The first attachment is the Best and Final Offer (BAFO) Request List and it includes a listing of areas identified in your proposal as concerns, areas requiring clarifications, and areas of deficiency which may not comply with the requirements of the RFP. The list also includes a request for specific responses to identified RFP paragraphs.

The second attachment is a complete copy of the RFP, including revisions to the RFP as a result of the BAFO. It includes a Best and Final Offer (BAFO) Form as the cover page.

Your detailed BAFO response needs to include the BAFO Form, completed and signed by an authorized representative of your organization. In addition, your detailed BAFO response should address each area identified on the BAFO Request List using the same numbering outline as the list. **However, please be advised that it is not necessary for you to resubmit your entire proposal. Should the vendor resubmit the entire proposal, the vendor should have changes clearly identified. Only the signed BAFO Form, your response to the BAFO Response List, and any portions of your proposal that are being revised as a result of this request for a Best and Final Offer need to be submitted.**

In your response to this Best and Final Offer, you may make any modification, addition, or deletion deemed necessary to your proposal. However, please understand that the State of Missouri is under no obligation to advise you of concerns regarding your proposal and makes no claim related thereto. Your response to this BAFO request is your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other change to pricing.

You are requested to respond to this BAFO request via email to [Danielle.Gesch@oa.mo.gov](mailto:Danielle.Gesch@oa.mo.gov) by 5:00 PM CENTRAL TIME ON **Monday, January 5, 2026**. Mailed, courier, or hand-delivered proposals will not be accepted. The State of Missouri's email size limitation is 10MB. Due to the email size limitations, if the vendor's BAFO response is larger than 10MB, then the vendor must split the vendor's response into multiple emails. The vendor's BAFO response should not restrict the state's ability to evaluate a BAFO response by including content copying limitations/restrictions or by password protecting the document(s).

You are reminded that pursuant to section 610.021, RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to me, as the buyer of record. Neither you nor your agents may contact any other state employee regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this BAFO request, please contact me at (573) 751-3331 or e-mail me at [Danielle.Gesch@oa.mo.gov](mailto:Danielle.Gesch@oa.mo.gov). I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Danielle Gesch (Buyer)

c: STATE 0000000192SL

Attachments: Best and Final Offer Request List

RFP including BAFO Form

**Sunset Law Enforcement, LLC**

**BEST AND FINAL OFFER REQUEST LIST**

**BAFO NO. 01 FOR STATE 0000000192SL**

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

1.1 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

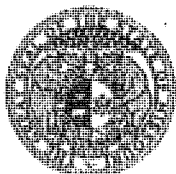
- **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification -** Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, 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.

- **Business Compliance Exhibit J, Employee/Conflict of Interest**

Sunset Law Enforcement LLC's response did not include a completed Exhibit I, Anti-Discrimination Against Israel Act Certification and Exhibit J, Employee/Conflict of Interest.

**In order to be considered for award, Sunset Law Enforcement LLC's BAFO #01 response must include a completed Exhibit I, Anti-Discrimination Against Israel Act Certification and Exhibit J, Employee/Conflict of Interest.**

## EXHIBIT A PROPOSAL SIGNATURE PAGE



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)

### STATE 0000000192SL STATEWIDE AMMUNITION QUALIFIED VENDOR'S LIST (QVL)

<b>Vendor's Organization Name:</b>		Sunset Law Enforcement, LLC	
<b>MissouriBUYS Supplier Number:</b>		MB00111499	
<b>Point of Contact:</b>		Mike Bright	
<b>Phone Number:</b>	(641) 847-2464	<b>Email Address:</b>	mike@sunsetle.com
<b>Mailing Address:</b>		303 Sherman Ave	
<b>City/State/Zip:</b>		Ackley, IA 50601	
<b>Vendor Tax Filing Type with IRS (check one):</b>		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>What date did the vendor's organization begin operation?</b>		Date: 01/01/2010 MM/DD/YYYY	





*I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.*



<b>Authorized Signature</b> 	<b>Date</b> 12/08/2025
<b>Printed Name</b> Mike Bright	<b>Title</b> President / Owner




STATE 0000000XXXSL



**EXHIBIT C, VENDOR PROPOSED PRODUCT/SERVICE**

The vendor must identify ammunition the vendor is proposing to provide for line items 1 through 80. The vendor may propose one, some or all ammunition. The vendor must check mark each item the vendor is proposing and include a completed Exhibit C in their response to the RFP:

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
1	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Hollow Point Rifled Slug 2-3/4" – High Brass Only New Manufacturer Only, No Reloads Acceptable. Federal LEF127-RS or <u>equivalent</u>	MIL	6	 HORN #86285
2	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 8 Pellets – High Brass Only, Length 2- 3/4" New Manufacturer Only, No Reloads Acceptable. Federal LE133-00 or <u>equivalent</u>	MIL	34	 HORN 86265
3	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 9 Pellets – High Brass Only, Length 2- 3/4" New Manufacturer Only, No Reloads Acceptable. Federal LE127-00 or <u>equivalent</u>	MIL	20	 AGUILA 1CHB132D
4	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Game Load, #4 Shot, Length 2-3/4", 1-1/4 Oz. Shot New Manufacturer Only, No Reloads Acceptable. Federal H125-4 or Winchester X124 or <u>equivalent</u>	MIL	24	 FIOCCHI 12HV4


LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
5	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Game Load, #8 Shot, Length 2-3/4" New Manufacturer Only, No Reloads Acceptable. Remington GL128 or <u>equivalent</u>	MIL	68  Fro	 SD1848
6	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Hollow Point, 1 oz., 3-Segment Rifled Slug, Length 2-3/4", High Brass New Manufacturer Only, No Reloads Acceptable. Winchester RA12RS15S or equivalent	MIL	11	<hr/>
7	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 9 Pellets - FLITECONTROL Wad. New Manufacturer Only, No Reloads Acceptable. Federal LE132-00, <i>No Substitution Allowed</i>	MIL	5	<hr/>
8	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Low Recoil Target, #8 Shot, Length 2-3/4" 7/8 oz. Shot, Lead New Manufacturer Only, No Reloads Acceptable. Winchester AA12FL8 or <u>Fiocchi 1278OZ8</u> or equivalent	MIL	10	 <hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
9	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 55 Grain, Full Metal Jacketed (FMJ) bullet with Brass casing. Steel or zinc casing are not acceptable. New Manufacturer Only, No Reloads Acceptable. Winchester USA223R1 or <u>equivalent</u>	MIL	195	 <hr/> Fed 223A
10	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification: Rifle Ammunition: .223 Caliber</b> 55 Grain, Pointed Soft Point. New Manufacturer Only, No Reloads Acceptable. Federal T223A or Remington R223R1 or <u>equivalent</u>	MIL	64	 <hr/> Horn 83276
11	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 55 Grain, Boat Tail Full Metal Jacket (FMJ) with cannelure Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Federal AE223J or <u>equivalent</u>	MIL	73	 <hr/> Horn 80271
12	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 64 Grain, Pointed Soft Point, Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Winchester RA223R2 or equivalent	MIL	5	<hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
13	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Rifle Ammunition: .223 Caliber</b>                      55 Grain, Hollow Point, Copper Alloy with cannelure.                      New Manufacturer Only, No Reloads Acceptable. Hornady 83295,  <i>No Substitution Allowed</i></p>	MIL	26	 <hr/>
14	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Rifle Ammunition: .223 Caliber</b>                      64 Grain, Bonded Soft Point, Steel or Zinc casing are not acceptable                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA556B or equivalent</p>	MIL	1	<hr/>
15	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>5.56mm Caliber</b>                      Casing: Brass                      55 Grain, Full Metal Jacket Boat-Tail Primer                      Sealant: Water resistant lacquer                      Warning: For use in standard 5.56mm chambers. Do not use in non-standard 5.56 chambers.                      New Manufacturer Only, No Reloads Acceptable.                      Winchester Q3131 or <u>equivalent</u></p>	MIL	6	 <hr/> <p>HORN 81278</p>



LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
16	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Match Ammunition</b> 308 WIN, 168 Grain, A-Max TAP Precision, Match Grade Bullet. New Manufacturer Only, No Reloads Acceptable. Hornady <u>80965</u> <i>No Substitution Allowed</i></p>	MIL	6	<p style="text-align: center;">✓</p> <hr style="width: 50%; margin: auto;"/>
17	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50 FPS New Manufacturer Only, No Reloads Acceptable. Federal Hydrashok, <i>No Substitution Allowed</i></p>	MIL	25	<hr style="width: 50%; margin: auto;"/>
18	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Practice/Training Ammunition: .40 S &amp; W Caliber</b> Bullet: 180 Grain Total Metal Jacket Flat Nose Bullet Casing: New Brass capable of being reloaded Primer: CCI #500 Cleanfire™, non-corrosive Chamber Pressure: To be SAAMI recommended pressure levels, Speer 53880, <i>No Substitution Allowed</i></p>	MIL	60	<hr style="width: 50%; margin: auto;"/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
19	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> New Brass Practice Amnio Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Winchester RA40180HP or equivalent</p>	MIL	9	_____
20	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Muzzle Velocity: 960 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Federal P40HST1, <i>No Substitution Allowed</i></p>	MIL	39	_____
21	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Bullet Jacket Bonded to Lead Core Muzzle Velocity 1060 ft./sec. New Manufacturer Only, No Reloads Acceptable. Winchester Ranger Bonded RA40B, <i>No Substitution Allowed</i></p>	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
22	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Full Metal Jacket – Truncated Cone 165 Grain New Manufacturer Only, No Reloads Acceptable. Speer 53955 or <u>equivalent</u>	MIL	29	 <hr/> MAGTECH 40S
23	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Full Metal Jacket Paramilitary 180 Grain New Manufacturer Only, No Reloads Acceptable. Speer 53652 or equivalent	MIL	23	<hr/>
24	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber 180 Grain,</b> Jacketed Soft Point (JSP); brass enclosed base New Manufacturer Only, No Reloads Acceptable. Winchester WC402 or equivalent	MIL	1	<hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
25	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>.38 Special Caliber</b> 125-129 Grains Muzzle Velocity 945-956 ft./sec New Manufacturer Only, No Reloads Acceptable. Federal P38HS1G or Winchester X38S8HP, <i>No Substitution Allowed</i>	MIL	1	_____
26	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9mm Caliber</b> Jacketed Hollow Point, 147 Grain Bullet Jacket Bonded to Lead Core Muzzle Velocity 995 ft./sec. New Manufacturer Only, No Reloads Acceptable. Winchester Ranger Bonded RA9B, <i>No Substitution Allowed</i>	MIL	52	_____
27	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9mm Caliber 124</b> Grain +P Jacketed Hollow Point Bullet Jacket Bonded Muzzle Velocity 1220 ft./sec. New Manufacturer Only, No Reloads Acceptable. Speer Gold Dot LE Duty 53617, <i>No Substitution Allowed</i>	MIL	49	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
28	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Handgun Training Ammunition, 9mm Caliber</b> 9mm Luger, Copper FMJ or TMJ Brass Casing, 147 Grain Velocity Minimum 950 fps Only brass casing is acceptable. Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Speer 53620 (FMJ) or Winchester USA9mm1 (TMJ) or <u>equivalent</u></p>	MIL	397	<p style="text-align: center;">✓</p> <hr/> <p>MAGTECH 96</p>
29	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Handgun Training Ammunition, 9mm Caliber</b> 9mm Luger, Copper FMJ Brass Casing, 124 Grain Only brass casing is acceptable. Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Federal American Eagle AE9AP or <u>equivalent</u></p>	MIL	36	<p style="text-align: center;">✓</p> <hr/> <p>FED AM E 9APB</p>
30	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Handgun Training Ammunition, .45 Auto</b> Copper Full Metal Jacket, 230 Grain Velocity: 835 fps Only Brass casing is acceptable Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Winchester Q4170 or <u>equivalent</u></p>	MIL	1	<p style="text-align: center;">✓</p> <hr/> <p>MAGTECH 45A</p>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
31	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber</b> 124 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST1 or equivalent	MIL	245	  _____ HORN 90215
32	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber</b> 147 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST2 or equivalent	MIL	83	_____ _____
33	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber +P</b> 124 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST3 or <u>equivalent</u>	MIL	21	  _____ HORN 90215

STATE 0000000XXXSL



LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
34	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W</b> 165 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P40HST3 or equivalent	MIL	27	<hr/>
35	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto +P</b> 230 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P45HST1 or equivalent	MIL	11	<hr/>
36	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Training Round</b> 147 Grain, Frangible RHT bullets New Manufacturer Only, No Reloads Acceptable. Federal BC9NT3 or equivalent	MIL	24	<hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
37	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> 147 Grain, Jacketed Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal 9MS or equivalent	MIL	9	_____
38	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W</b> 180 Grain, Jacketed Hollow Point, 180 Grain New Manufacturer Only, No Reloads Acceptable. Federal 40SWA or equivalent	MIL	43	_____
39	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .380 Auto Short Training</b> Ammunition 95 Grain, Full Metal Jacket, 95 Grain New Manufacturer Only, No Reloads Acceptable. American Eagle AE380AP or <u>equivalent</u>	MIL	3	✓  _____ MA&TECH 380A

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
40	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 115 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE9DP or <u>equivalent</u>	MIL	11	✓  _____ MAGTECH 9A
41	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 124 Grain, Full Metal Jacket, 124 Grain New Manufacturer Only, No Reloads Acceptable. American Eagle AE9AP or <u>equivalent</u>	MIL	48	✓  _____ MAGTECH 9B
42	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 147 Grain, Full Metal Jacket Flat Point New Manufacturer Only, No Reloads Acceptable. American Eagle AE9FP or <u>equivalent</u>	MIL	70	✓  _____ MAGTECH 9G



LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
43	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 38 Special Training</b> Ammunition 130 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE38K or <u>equivalent</u>	MIL	3	✓  _____ FIDUCI 38A
44	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W Training</b> Ammunition 180 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R1 or <u>equivalent</u>	MIL	3	✓  _____ AGUSTA 1E402110
45	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W Training</b> Ammunition 165 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R3 or <u>equivalent</u>	MIL	5	✓  _____ MASTECH 40G

STATE 0000000XXXSL

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
46	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto Training</b> Ammunition 230 Grain, Full Metal Jacket, New Manufacturer Only, No Reloads Acceptable. American Eagle AE45A or <u>equivalent</u>	MIL	7	  _____ MAGTECH 45A
47	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T1 or equivalent	MIL	8	_____
48	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 62 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T3 or equivalent	MIL	3	  _____ HORN 83285 or 8125C

STATE 0000000XXXSL

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
49	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .308 WIN</b> 168 Grain, Bonded Soft Point, New Manufacturer Only, No Reloads Acceptable. Federal LE308TT2 or equivalent</p>	MIL	4	_____
50	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Sierra® Boat Tail Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal T223E or equivalent</p>	MIL	169	_____
51	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Nosler® Ballistic Tip, New Manufacturer Only, No Reloads Acceptable. Federal T223T or equivalent</p>	MIL	10	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
52	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223A, Hornady FR120 or equivalent	MIL	164	 <hr/>
53	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 64 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223L or equivalent	MIL	4	<hr/>
54	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifled Slug, 12-Gauge</b> 1-Ounce Hydra-Shok HP New Manufacturer Only, No Reloads Acceptable. Federal LE127 RS or <u>equivalent</u>	MIL	28	 <hr/> HORN 86285



LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
55	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>TruBall Rifled Slug, 12-Gauge</b> 1-Ounce New Manufacturer Only, No Reloads Acceptable. Federal LEB127 RS or equivalent	MIL	27	<hr/>
56	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Long Rifle, Target, .22 Caliber,</b> 40 Grain, Lead Round Nose New Manufacturer Only, No Reloads Acceptable. American Eagle AE5022 or equivalent	MIL	10	<hr/>
57	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 REM</b> 55 Grain, Full Metal Jacket Boat-Tail New Manufacturer Only, No Reloads Acceptable. American Eagle AE223J, Hornady FR100 or equivalent	MIL	93	✓  <hr/> HORN 80271

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
58	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Rifle Ammunition, .223 REM</b>                      62 Grain, Full Metal Jacket Boat-Tail                      New Manufacturer Only, No Reloads Acceptable.                      American Eagle AE223N or <u>equivalent</u></p>	MIL	38	<p style="text-align: center;">✓</p> <hr/> <p>AGUJLA                      IE556118</p>
59	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification: Pistol Ammunition, 9MM Luger</b>                      147 Grain Bullet: GDG2                      New Manufacturer Only, No Reloads Acceptable.                      Speer 54226 or equivalent</p>	MIL	51	<hr/>
60	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification: Pistol Ammunition, 9MM Luger</b>                      124 Grain                      Bullet: Gold Dot Hollow Point                      New Manufacturer Only, No Reloads Acceptable.                      Speer 53618 or equivalent</p>	MIL	11	<hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
61	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> 147 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53619 or equivalent	MIL	4	_____
62	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 40 S&amp;W</b> 180 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53962 or equivalent	MIL	6	_____
63	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain</b> Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 24445SP or equivalent	MIL	5	_____
64	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .380 Auto</b> 95 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53608 or equivalent	MIL	6	✓  _____ MAGTECH 380A

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
65	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .357 SIG</b> 125 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53919 or equivalent	MIL	2	_____
66	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto</b> 230 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53653 or equivalent	MIL	11	_____
67	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Green Non-Toxic, washable compound FOF FF9G2 or equivalent	MIL	1	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
68	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF9B2 or equivalent</p>	MIL	10	_____
69	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF9R2 or equivalent</p>	MIL	8	_____
70	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Marking Rounds, 5.56</b> 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF556B1 or equivalent</p>	MIL	4	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
71	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 5.56</b> 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF556R1 or equivalent	MIL	7	<hr/>
72	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: 5.56 NATO</b> 53 Grain, GMX TAP Patrol Brass Casing Only New Manufacturer Only, No Reloads Acceptable <u>Hornady 81275</u> or equivalent	MIL	5	 <hr/>
73	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger</b> 135 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable <u>Hornady 90235</u>	MIL	26	 <hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
74	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 40 S&amp;W</b>                      175 Grain, Flexlock                      New Manufacturer Only,                      No Reloads Acceptable <u>Hornady 91375</u></p>	MIL	5	<p style="text-align: center;">✓</p> <hr style="width: 50%; margin: auto;"/>
75	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 9MM Luger Training</b>                      Ammunition 124 Grain, Full Metal Jacket FN                      Casing: Brass                      New Manufacturer Only, No Reloads Acceptable  <u>Aquila 1E092110</u> or equivalent  <b>This item does not have to be manufactured by a SAAMI member.</b></p>	MIL	16	<p style="text-align: center;">✓</p> <hr style="width: 50%; margin: auto;"/>
76	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 40 S&amp;W 180 Grain,</b>                      Reverse Tapered Jacket Nickel plated brass casing.                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA40T or equivalent</p>	MIL	6	<hr style="width: 50%; margin: auto;"/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
77	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 45 Auto</b>                      230 Grain, Reverse Tapered Jacket                      Nickel plated brass shell casing with cap lacquer.                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA45T or equivalent</p>	MIL	2	_____
78	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 9MM Luger</b>                      147 Grain, Reverse Tapered Jacket                      Nickel plated brass casing with cap lacquer.                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA9T or equivalent</p>	MIL	39	_____
79	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 9MM Luger +P</b>                      124 Grain, Reverse Tapered Jacket                      Nickel plated brass casing                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA9124TP or equivalent</p>	MIL	2	_____
80	<p>C/S Code: 46101601  <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b>  <b>Pistol Ammunition: 9MM Luger +P+</b>                      127 Grain, Reverse Tapered Jacket                      Nickel plated brass casing                      New Manufacturer Only, No Reloads Acceptable.                      Winchester RA9TA or equivalent.</p>	MIL	6	_____

STATE 0000000XXXSL

LINE ITEM	MANDATORY SPECIFICATIONS	Vendor's must check mark each item they choose to propose
81	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  Other Ammunition (not specified above) that may be ordered from the contractor's price list/catalog.	<p style="text-align: center;"><u>34%</u></p> <p>HORNADY, FIOCCHI, MAGTECH, AGUILLA</p>

1. **Purchasing Card:** The State of Missouri reserves the right to purchase goods and services using the state purchasing card. The vendor should indicate whether payments would be allowed via the state's purchasing card at no additional cost.

Will the vendor allow payment via the states purchasing card at no additional cost?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

STATE 0000000XXXSL

Page 65

**EXHIBIT D, PARTICIPATION COMMITMENT**

**NOTE:** By committing to participation specified herein, the vendor is committing to the stated level of participation for ALL awarded ammunition. Such commitments cannot be conditional upon the nature of the individual product/services specified in the Quote Request.

**Organization for the Blind/Sheltered Workshop Participation Commitment** - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

**Participation Commitment Submission Instructions:**

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>			
<b>Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work</b>	<b>If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed</b>	<b>Committed Percentage of Participation (%* of the Actual Total Contract Value)</b>
			%
			%
			%
<b>Total Committed Percentage(s)</b> <i>(must minimally be 2%)</i>			%

\*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

STATE 0000000XXXSL

**EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date*

**EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO-certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.**

- No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)
- Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

STATE 0000000XXXSL

Page 69

**BUSINESS COMPLIANCE EXHIBITS**

---

Instructions: In order to be awarded a contract, 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 **Exhibit A, Proposal Signature Page** of this original document and any amendment 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 with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest
- Business Compliance Exhibit K, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT G,  
STATE OF MISSOURI TAX COMPLIANCE**

**STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

**How To Obtain A Vendor No Tax Due Certificate**

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

**Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status.

<b>"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR</b>	Date: <u>12/08/2025</u> / <u>  </u> / <u>  </u> (MM/DD/YYYY)

TAXATION DIVISION

PO BOX 3666

JEFFERSON CITY, MO 65105-3666



Missouri  
DEPARTMENT OF REVENUE

Telephone: 573-751-9268

Fax: 573-522-1265

E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

## VENDOR NO TAX DUE

SUNSET LAW ENFORCEMENT LLC  
303 SHERMAN AVE  
ACKLEY, IA 50601-1107

DATE ISSUED: 12/22/2025  
VALID THROUGH: 03/23/2026

FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

TAXATION DIVISION

PO BOX 3666

JEFFERSON CITY, MO 65105-3666



Missouri  
DEPARTMENT OF REVENUE

Telephone: 573-751-9268

Fax: 573-522-1265

E-mail: taxclearance@dor.mo.gov

SUNSET LAW ENFORCEMENT LLC  
303 SHERMAN AVE  
ACKLEY, IA 50601-1107

12/22/2025

RE: FEDERAL IDENTIFICATION NUMBER: [REDACTED]

Notice Number [REDACTED]

Dear Sir or Madam:

The Missouri Department of Revenue received your request for a Vendor No Tax Due in accordance with Section 34.040.7, RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

TAXATION DIVISION

Enclosure

STATE 0000000XXXSL

**BUSINESS COMPLIANCE EXHIBIT H,  
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

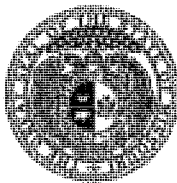
Business Name	Sunset Law Enforcement, LLC
Charter Number	FL001420924
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: <u>12/08/2025</u> / / (MM/DD/YYYY)

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**State of Missouri**  
Office of Administration, Division of Purchasing



**Request for Proposal (RFP) for  
Statewide Ammunition Qualified Vendor's List (QVL)**

<b>BAFO NO.:</b>	<b>01</b>
<b>SOLICITATION/OPPORTUNITY (OPP) NO.:</b>	<b>STATE 0000000192SL</b>
<b>SOLICITATION ISSUED ON BEHALF OF:</b>	<b>Various Agencies Throughout the State of Missouri</b>
<b>ISSUE DATE:</b>	<b>December 29, 2025</b>
<b>CONTRACT PERIOD:</b>	<b>Date of Award through One Year</b>
<b>REQUISITION NO.:</b>	<b>N/A</b>

**BAFO DUE NO LATER THAN: January 5, 2026 AT 2:00 PM CENTRAL TIME**

BAFO response must be submitted via email to [Danielle.Gesch@oa.mo.gov](mailto:Danielle.Gesch@oa.mo.gov).  
Mailed, courier, or hand-delivered BAFO responses will not be accepted.

**RFP CONTACT INFORMATION:**

**BUYER:** Danielle Gesch  
**PHONE NO.:** (573) 751-3331  
**EMAIL:** [Danielle.Gesch@oa.mo.gov](mailto:Danielle.Gesch@oa.mo.gov)

See **"RFP Questions"** in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

Statewide  
Various Agency Locations  
Throughout the State of Missouri

**ATTENTION:**

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP's Vendor Response Exhibits, vendors are encouraged to **IMMEDIATELY** begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in a **"Pending" or "Approved" registration status to submit a proposal.** The vendor must achieve **"Approved" registration status in MissouriBUYS to be considered for a contract award.** Reference Section 5.

STATE 0000000192SL

Page 2

**BAFO #01 to STATE 0000000192SL**

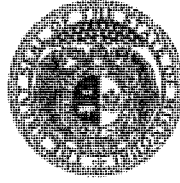
**TITLE:** Statewide Ammunition Qualified Vendor's List (QVL)

**CONTRACT PERIOD:** Date of Award through One Year

**PLEASE BE ADVISED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:**

1. No changes are being made to the RFP. Vendors only need to sign Exhibit A, Proposal Page and return with BAFO response along with any exhibits that were not previously submitted with the vendor's original proposal response.

**State of Missouri**  
Office of Administration, Division of Purchasing



**Request for Proposal (RFP) for  
Statewide Ammunition Qualified Vendor's List (QVL)**

<b>SOLICITATION NO.:</b>	<b>STATE 0000000192SL</b>
<b>SOLICITATION ISSUED ON BEHALF OF:</b>	<b>Various Agencies Throughout the State of Missouri</b>
<b>ISSUE DATE:</b>	<b>November 24, 2025</b>
<b>CONTRACT PERIOD:</b>	<b>Date of Award through One Year</b>
<b>REQUISITION NO.:</b>	<b>N/A</b>

**CLOSING DATE REVISED PER BAFO 01**

**PROPOSAL DUE NO LATER THAN: *January 6, 2026 AT 2:00 PM CENTRAL TIME***  
Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuy.com>.

E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

**RFP CONTACT INFORMATION:**

**BUYER:** Lane Feeler

**PHONE NO.:** (573) 522-3296

**EMAIL:** [Lane.Feeler@oa.mo.gov](mailto:Lane.Feeler@oa.mo.gov)

See "RFP Questions" in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

Statewide  
Various Agency Locations  
Throughout the State of Missouri

**ATTENTION:**

4. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits.**
5. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP's Vendor Response Exhibits, vendors are encouraged to **IMMEDIATELY** begin securing these verifications.
6. The vendor must be registered in MissouriBUYS, powered by MOVERS in a "**Prospective**" or "**Spend Authorized**" registration status to submit a proposal. The vendor must achieve "**Approved**" registration status in MissouriBUYS (WebProcure/Proactis) and "**Spend Authorized**" registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.

**RFP Organization:**

<b>RFP Sections</b>	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
<b>RFP Vendor Response Exhibits (Return these exhibits with the proposal)</b>	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Vendor Proposed Product/Service
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	<b>BUSINESS COMPLIANCE EXHIBITS</b>	
	Exhibit G	State of Missouri Tax Compliance
	Exhibit H	Registration of Business Name with the Missouri Secretary of State
	Exhibit I	Anti-Discrimination Against Israel Act Certification
	Exhibit J	Employee/Conflict of Interest
	Exhibit K	Federal Funding Unique Identity ID
<b>RFP Attachments (Separate Documents)</b>	<b>Attachments (Do not return these documents with response)</b>	
	Attachment 1	Sample QVL Quote Request
	Attachment 2	Domestic Product Procurement Act (Buy American) Preference
	Attachment 3	Missouri Statewide Quarterly Admin Fee Instructions and Report
	Attachment 4	Missouri Statewide Contract Admin Fee Quarterly Usage Instructions and Report
	Attachment 5	Federal Funds Requirements

**Separate Documents:** The vendor is advised that the separate documents to this document referenced above provide additional requirements, information, and/or instruction. The separate documents must be downloaded from the Division of Purchasing's MissouriBUYS, powered by MOVERS, website at: <https://missouribuys.mo.gov/>. The separate documents are downloadable from the same web page where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the separate documents. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the separate documents.

**INTRODUCTION AND BACKGROUND INFORMATION SECTION**

**1.1 Introduction:**

- 1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals for the Statewide Ammunition Qualified Vendor’s List (QVL) for the provision of ammunition as set forth herein for the various state agencies throughout the State of Missouri (hereinafter referred to as “state agency”).
- 1.1.2 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be constructed to infer a contractual construction of language.

**1.2 Background and Historical Usage Information:**

- 1.2.1 The purpose of this document is to establish a Statewide QVL for ammunition to enable a more seamless procurement process, foster competition, and to promote a consistent high-quality delivery of products regardless of market volatility.
- 1.2.2 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor’s compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The State of Missouri reserves the right to issue subsequent solicitations for the same or similar supplies.
- 1.2.3 The product information provided in this RFP represents mandatory specifications the state agencies anticipate purchasing. No guarantee is being made regarding the quantity of ammunition the agency will actually purchase. **Vendors are advised NOT to provide pricing for the items at this time** as the information is intended only to provide potential vendors with specific requirements as well as for informational purposes only.
- 1.2.4 Historical Usage: The following tables represent an estimate of the historical usage of the current contracts:

<b>Contract Number</b>	<b>FY2024</b>	<b>FY2025</b>	<b>FY2026</b>
CC240449001	\$0	\$7,457.10	\$0
CC240449002	\$214,348.00	\$460,881.00	\$147,249.00
CC240449003	\$0	\$0	\$0
CC240449004	\$23,840.00	\$15,779.65	\$4,720.00
CC240449005	\$8,386.96	\$40,192.93	\$8,883.52
CC240449007	\$0	\$2,520.00	\$0
CC240449008	\$15,213.70	\$47,672.82	\$29,757.71

**1.3 Current and/or Previous Contract Information:**

- 1.3.1 A previous contract exists for the products and/or services being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the Bid number RFPC3003490200449 or contract numbers CC240449001, CC240449002, CC240449003, CC240449004, CC240449005, CC240449007, and CC24044008 when searching for these documents.

1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.

#### **1.4 RFP Questions:**

1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.

1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.

#### **1.5 Amendments:**

1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.

#### **1.6 Glossary of Terms and Acronyms:**

1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.

## 1.6.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
- b. **Amendment** means a written, official modification to a solicitation or contract.
- c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Buyer** means the procurement staff member of Purchasing.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
- h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
- l. **Quote Request Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the quote request. The pricing pages must be completed and submitted by the vendor with the quote request prior to the specified proposal end date and time.
- m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
- p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions (“terms and conditions” and “Terms and Conditions” are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.
- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

## 1.6.3 State Agency Acronyms: For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

- a. **AG** Missouri Attorney General
- b. **DCI** Missouri Department of Commerce and Insurance
- c. **DED** Missouri Department of Economic Development
- d. **DESE** Missouri Department of Elementary and Secondary Education

- e. **DHEWD** Missouri Department of Higher Education and Workforce Development
- f. **DHSS** Missouri Department of Health and Senior Services
- g. **DMH** Missouri Department of Mental Health
- h. **DNR** Missouri Department of Natural Resources
- i. **DOC** Missouri Department of Corrections
- j. **DOLIR** Missouri Department of Labor and Industrial Relations
- k. **DOR** Missouri Department of Revenue
- l. **DPS** Missouri Department of Public Safety
- m. **DSS** Missouri Department of Social Services
- n. **GA** General Assembly: Missouri House of Representatives and the Missouri Senate
- o. **GO** Missouri Governor's Office
- p. **ITSD** Missouri OA Information Technology Services Division
- q. **JUD** Missouri Judiciary
- r. **LTGO** Missouri Lieutenant Governor's Office
- s. **MDA** Missouri Department of Agriculture
- t. **MDC** Missouri Department of Conservation
- u. **MoDOT** Missouri Department of Transportation
- v. **MSPD** Missouri State Public Defender
- w. **OA** Missouri Office of Administration
- x. **SAO** Missouri State Auditor's Office
- y. **SOS** Missouri Secretary of State
- z. **STO** Missouri State Treasurer's Office

**1.7 Accuracy of Background Information:**

- 1.7.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

**\*\*\*\*END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION\*\*\*\***

## 2. SCOPE OF WORK SECTION

### 2.1 General Requirements:

- 2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for ammunition purchases made by various State of Missouri agencies, in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 Preferred Use Contract: The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall understand and agree that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency, at its own discretion, to obtain alternate services elsewhere.
- 2.1.3 Cooperative Procurement Program: The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.
- 2.1.4 Other Agencies May Order: The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).
- 2.1.5 Contractor's Obligation: Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the ammunition required herein.

### 2.2 Qualified Vendor List Utilization and Requirements:

- 2.2.1 The state shall establish a Qualified Vendor's List for ammunition stated herein. Once established, the list will identify the contractors that may participate in responding to the quoting process stated herein. Quotes shall be developed by the state agency to secure ammunition. See section 2.3 for information describing the quoting process.
- 2.2.2 The QVL contractor must only quote and supply those specifically awarded items that have been approved by the Division of Purchasing's Notice of Contract Award or by a properly executed contract amendment, issued by the Division of Purchasing.
- 2.2.3 Because the State of Missouri needs multiple contractors throughout the state to effectively meet the state agencies' demand for ammunition, the Division of Purchasing reserves the right to add more contractors subsequent to the initial award of contract(s) by conducting a separate procurement process(es) to supplement the list of qualified vendors. Qualifying vendors may be added as additional contractors subject to the same considerations identified herein regarding award of a contract.
- 2.2.4 In the event the contractor determines the contractor no longer has the ability to source products the contractor was originally awarded, the contractor may request in writing to the Division of Purchasing to remove the products from the contractor's list of awarded products the contractor may respond to. If the

contractor's request is approved by the Division of Purchasing, a formal contract amendment will be issued by the Division of Purchasing in order to remove the contractor's ability to source the product.

## 2.3 Quote Request Requirements:

2.3.1 Quote Request: In order to fulfill the State of Missouri's procurement obligation to make awards to the lowest and best contractor, the state agency will request written quotes from all awarded contractors for the specific ammunition needed by the state agency.

- a. In requesting quotes from QVL contractors, the state agency will identify the following:
  - 1) Requesting state agency name/address;
  - 2) Product needed;
  - 3) Quantities needed;
  - 4) Whether One-Time or Recurring Order;
  - 5) Specific delivery requirements (if needed);
  - 6) Delivery timeframe;
  - 7) Quote request issue date;
  - 8) Quote request due date; and
  - 9) Contact name and email address or fax number for quote submission.
- b. Requesting state agencies may, but are not required to, use the Sample Quote Request included herein as **Attachment 1, Sample QVL Quote Request** when requesting quotations from contractors.
- c. Quote requests may be changed via an amendment to the quote request by the requesting state agency before the request due date. The requesting state agency will be required to notify all of the QVL contractors in writing from which they requested quotes of the change(s).

2.3.2 Quote Response: The QVL contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes for Statewide Ammunition QVL.

- a. All quote responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the quote request, and (3) be priced as required.
- b. Quote response, including all pricing therein, shall remain valid for 90 calendar days from the quote request due date unless otherwise indicated in the quote request. If the quote request response is accepted and awarded, the entire awarded quote request response shall be firm for the specified timeframe identified in the quote request.
- c. If a contractor is unavailable to provide the quote-requested ammunition in the specified timeframe/delivery needed, the contractor should identify the timeframes/delivery in which they could provide the ammunition.
- d. Pricing: In the quote response, the QVL contractor shall price the specified ammunition identified in the quote request based upon the quantity, unit of measure, and the mandatory specifications stated by the state agency at the time of the quote request. 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. All pricing shall include all shipping, and freight **charges FOB Destination, Freight Prepaid and Allowed**. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping.
  - 1) Domestic Product Procurement Act (Buy American) Preference: In accordance with the Buy American Act, the contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the contractor to complete and return **Attachment 2, Domestic Product Procurement Act (Buy American) Preference**, certifying proof of

compliance. Such document must be thoroughly completed by the contractor for each price quote request.

- QVL contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over vendors whose products do not qualify.
  - The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
  - If the QVL contractor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
  - If the lowest priced QVL contractor qualifies as American-made or in the event all of the QVL contractors or none of the QVL contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced QVL contractor does not qualify for the Buy American Preference but other QVL contractors do qualify, then the low QVL contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- e. The QVL contractor shall understand that each quote response submitted shall be considered an open record unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applied. The QVL contractor should **NOT** include confidential material with their quote response.
- f. The QVL contractor must respond to the state agency quote requests in writing by the timeframe indicated by the state agency. If quotes are not submitted within the timeframe requested, the state agency may consider the QVL contractor's absence of a response as a "no bid".
- g. Missouri Statewide Contract Quarterly Administrative Fee Payment: The QVL contractor's pricing quote at the time of the quote response shall include all applicable cost associated with the provisions of the ammunition specified herein, including but not limited to payment of the required administrative fee specified in section 2.5 of the RFP.

2.3.3 Quote Evaluation and Award: For each quote response, the requesting state agency shall confirm the quote response meets the minimum requirements as stated in the quote request. For those responses which meet the requesting state agency's minimum requirements, the state agency shall consider (1) price and (2) any preference considerations identified in the contract award for the individual QVL contractors by the Division of Purchasing in determining the "lowest and best" quote received.

- a. More specifically, for those responses which meet the requesting state agency's minimum requirements, the evaluation shall be based upon (1) price including the evaluation of the Domestic Procurement Act and (2) any bonus points from the original RFP evaluation for Organizations for the Blind and Sheltered Workshop Participation and Missouri Service-Disabled Veteran Business Enterprise Participation. The contractor with the lowest cost that meets the requesting state agency's needs shall be considered the "lowest and best" quote response and awarded the specific project, unless a vendor qualifies for SDVE or Organization for the Blind/Sheltered Workshop bonus points in which case, cost and bonus points will determine the "lowest and best" quote response. The requesting state agency shall have the right to reject all responses and not make an award.

- 1) Upon determination of each contractor's total cost for ammunition in the quotes response, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times \text{Maximum Cost Points (200)} = \text{Assigned Cost points}$$

- 2) For those contractors awarded bonus preference points during the evaluation of insert RFP number, such bonus preference points shall be added to the contractor's cost evaluation points. The contractor that meets the state agency's minimum with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best contractor, including consideration of preferences.

- b. The requesting state agency will document their determination of the "lowest and best" quote at the time the quote is awarded.
- c. The requesting state agency will be instructed to inform all responding contractors of the outcome of the award. Acceptance of the quote, unless otherwise specified, is not authorization to proceed with delivery of ammunition. The requesting state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to proceed.
- d. In the event all quote responses fail to meet the requesting state agency's needs, the requesting state agency may reject all responses and cancel the quote request.

2.3.4 Implementation/Execution of Quote Request: After receipt of the state agency's written acceptance of the quote request and authorization to proceed (in the form of a purchase order or other written document authorizing the contractor to proceed with services that is in addition to the quote acceptance), the contractor shall deliver the ammunition required in accordance with the quote request accepted by the state agency. Unless otherwise specified in the quote request, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services.

2.3.5 Modifications to Awarded Quote Request: After award of a quote request, if the state agency determines that minor modifications within the intent of the quote request are necessary or desired, the state agency will document the requested changes to the contractor. Based on the written instructions provided by the state agency, the contractor must revise the quote request according to the requirements for the quote request submission specified herein, including any resulting changes in the timeline, amount to be paid to the contractor, etc.

- a. Any requested changes must still be within the intent and scope of the original quote request and the contract.
- b. The contractor shall not proceed with implementation of any changes related to the revised quote request until final written approval and authorization to proceed is obtained from the state agency.

2.3.6 Termination of Quote Request: The state agency shall have the right to terminate any quote request at any time at the sole discretion 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 of the quote request, all 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 of Missouri, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for deliverables completed and accepted in accordance with the quote request prior to the effective date of the termination.

**2.4 Performance/Product Requirements:**

- 2.4.1 Ammunition Standards: The ammunition (excluding line item 75) provided by the contractor unless otherwise indicated by the ordering state agency, must be manufactured by a Sporting Arms and Ammunition Manufacturers' Institute (SAAMI) member in current and good standing.
- a. The state agency shall indicate any requirements (e.g., manufactured by SAAMI member) when purchasing line item 81 for other ammunition that is ordered through the contractors price list/catalog.
- 2.4.2 Substitutions: The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.
- a. In the event an item becomes unavailable, the contractor shall provide a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
  - b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.
  - c. Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
  - d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 2.4.3 Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.
- 2.4.4 Delivery Requirements: The contractor and/or the contractor's subcontractor(s) shall deliver ammunition in accordance with the delivery times specified in the quote request or upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped FOB Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

**2.5 Missouri Statewide Contract Quarterly Administrative Fee:**

- 2.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all ammunition provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.5.3 Payments shall be made using one of the following acceptable payment methods:

- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**2.6 Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 3, Missouri Statewide Quarterly Admin. Fee Instructions and Report**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- a. Mail: Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517  
Fax: (573) 526-9815  
Email: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

2.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.7 Other Requirements/Reporting Requirements/Reporting and Recordkeeping Requirements:**

2.7.1 Missouri Statewide Contract Quarterly Usage Report: The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein

in **Attachment 4, Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).

- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7.2 **Publicity:** Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

## **2.8 Financial Records and Document Retention:**

2.8.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

2.8.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

- a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
- b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

## **2.9 Electronic Funds Transfer, Invoicing, and Payment Requirements:**

2.9.1 **Electronic Funds Transfer (EFT):** The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees 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>.

2.9.2 **Invoicing:** For each awarded quote request, the contractor shall invoice the requesting state agency as identified in the contractor's approved quote request. In the event the contractor has been authorized to proceed on more than one quote request, the contractor must submit separate invoices for each quote request. The contractor shall perform the services prior to invoicing the state agency.

- a. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.

- b. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS (WebProcure/Proactis) 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 RFP.
- c. 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 should 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. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

#### 2.9.3 Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. 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.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. 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.

#### 2.9.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services purchased as a result of the quote request.

- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. 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 upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**\*\*\*\*END OF SCOPE OF WORK SECTION\*\*\*\***

### **3. TERMS AND CONDITIONS SECTION**

#### **3.1 Applicable Laws and Regulations:**

3.1.1 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 Purchasing.

#### **3.2 Non-Discrimination and Affirmative Action:**

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

#### **3.3 Americans with Disabilities Act:**

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

#### **3.4 Anti-Discrimination Against Israel Act Contractor Requirements:**

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit I, Anti-Discrimination Against Israel Act Certification**.

#### **3.5 Business Registration:**

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

#### **3.6 Elected or Appointed Officials and Employees:**

3.6.1 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.

#### **3.7 Indemnification:**

3.7.1 Unless expressly provided by Missouri law to the contrary, 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.

**3.8 Legal Proceedings:**

- 3.8.1 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 RFP or 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.
- 3.8.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.8.3 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.

**3.9 Negotiations:**

- 3.9.1 The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo, 1 CSR 40-1.050 and as stated in this RFP.

**3.10 Federal Funds Requirements:**

- 3.10.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 5, Federal Funds Requirements** or other requirements identified by the federal government.

**3.11 Invoicing and Payment:**

- 3.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**3.12 Non-Appropriation of Funds:**

- 3.12.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

**3.13 Open Records:**

- 3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

**3.14 Prison Rape Elimination Act (PREA) Requirements:**

- 3.14.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.

- 3.14.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.14.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.14.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.14.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with/or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.14.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.14.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.15 Protests:**
- 3.15.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- 3.16 Record Access:**
- 3.16.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.
- 3.17 State Preferences:**
- 3.17.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:
- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
  - b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;

- c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops;  
and
- d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

**3.18 Taxes:**

- 3.18.1 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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

**\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\***

#### **4. GENERAL CONTRACTUAL REQUIREMENTS SECTION**

##### **4.1 Contract Definition:**

4.1.1 A binding contract shall consist of the following documents:

- a. the most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);
- b. the most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses; and
- c. the Division of Purchasing's acceptance of the proposal by "notice of award".

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

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the RFP shall govern in the event of a conflict with the contractor's proposal.

4.1.5 The contractor shall agree to furnish all awarded ammunition specified in each awarded quote request, at the prices quoted in the awarded quote request.

4.1.6 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 ammunition for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of written authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.1.7 State agencies will sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

##### **4.2 Contract Amendment:**

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

##### **4.3 Contract Period:**

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.2 **Renewal Option:** The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year period, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**4.4 Contract Pricing:**

- 4.4.1 All prices shall be firm, fixed, and as indicated in the quote request. 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, liquidated damages, attorney fees, etc.

**4.5 Termination for Convenience:**

- 4.5.1 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 thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

**4.6 Cancellation for Breach of Contract:**

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- 4.6.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

**4.7 Contract Assignment:**

- 4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

#### **4.8 Contractor Liability:**

- 4.8.1 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. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. 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.
  - c. 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.

#### **4.9 Insurance:**

- 4.9.1 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

#### **4.10 Single Point of Contact and Responsibility:**

- 4.10.1 The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.

#### **4.11 Contractor Status:**

- 4.11.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
- a. Additionally, the contractor shall understand and agree the temporary clerical individual provided by the contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and contractors.

#### **4.12 Subcontractors:**

- 4.12.1 The contractor shall assume and be solely responsible for fulfillment of all contractual obligations and all legal and financial responsibilities related to the execution of a subcontract.

- 4.12.2 The contractor shall understand and agree that utilization of a subcontractor to provide any of the services in the contract shall not relieve the contractor of the responsibility for providing the services specified herein. The contractor shall coordinate activities with the contractor's subcontractors. The state will coordinate activities between the contractor and third party vendors provided by the state.
- 4.12.3 Except in cases where the state's actions are the cause of a subcontractor claim, the contractor must ensure that the State of Missouri is indemnified, saved, and held harmless from all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters to the same extent the contractor indemnifies the state as described in the contract between the State of Missouri and the contractor.
- 4.12.4 The contractor must notify the State of Missouri upon establishing any new subcontracting arrangements related to the products and/or services provided to the State of Missouri as a result of the contract.

#### **4.13 Participation by Other Organizations:**

- 4.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
  - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
  - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
    - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
    - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
  - d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

**4.14 Substitution of Personnel:**

4.14.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

**4.15 Coordination:**

4.15.1 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.

**4.16 Actions, Suits, or Proceedings:**

4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.

4.16.2 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 of Missouri, Division of Purchasing immediately.

**4.17 Warranties and Representations:**

4.17.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:

- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
- b. be fit and sufficient for the purpose expressed in the RFP,
- c. for any goods provided, be merchantable,
- d. be of good materials and workmanship, and
- e. be reasonably free from defect.

4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**4.18 Conflict of Interest:**

4.18.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

**4.19 Remedies and Rights:**

4.19.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- 4.19.2 The contractor understands and agrees 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.
- 4.19.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

**4.20 Communications and Notices:**

- 4.20.1 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.

**4.21 Survivability of Terms:**

- 4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue, remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

**\*\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\*\***

## 5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

### 5.1 Proposal Submission Overview:

- 5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
- 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the RFP prior to the end date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization and (2) contain all information required by the RFP.
- 5.1.5 By submitting a proposal, the vendor agrees to furnish the equipment, supplies and/or services specified in the RFP, pursuant to all requirements and specifications contained therein.
- 5.1.6 Proposals shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal, including BAFO submission, if applicable, shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.

### 5.2 Preparation of Proposals:

- 5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
- a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.
  - b. **Exhibit C, Vendor Proposed Product/Service** must be completed and submitted with the vendor's proposal in order to be considered responsive and to identify the ammunition the vendor is proposing to provide.

- 5.2.3 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.
- 5.2.4 Proposal Page Numbering: The proposal should be page numbered.
- 5.2.5 Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.7 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.

### **5.3 Compliance with Requirements, Terms and Conditions:**

- 5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.
- 5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
- a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).
  - b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP **prior** to the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.
- 5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further

clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

5.3.6 Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may otherwise offer any brand which meets or exceeds the specification for any item, but state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto.

- a. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be considered as the vendor's commitment to complete compliance with the specifications and requirements as listed in the RFP.

5.3.7 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Division of Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Division of Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

#### **5.4 Confidentiality and Proprietary Materials:**

5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, **vendors should NOT include confidential material with their proposal.**

- 5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:
- a. Vendor's entire proposal;
  - b. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
  - c. Vendor's experience information including customer lists or references; and
  - d. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

## 5.5 Foreign Vendors:

- 5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.
- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
  - b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

## 5.6 Online Submission of Solicitation Response:

- 5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a "Prospective" or "Spend Authorized" registration status. The vendor must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
- a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required information. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.

b. The exhibits and forms provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's response attachments should be searchable.

1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document. and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

5.6.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.

5.6.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.

a. If vendor technical assistance is needed when submitting a proposal response, contact [solicitations@oa.mo.gov](mailto:solicitations@oa.mo.gov).

5.6.6 Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a proposal prior to the official end date and time shall not be honored.

5.6.7 To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.

5.6.8 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.

5.6.9 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

5.6.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuys.mo.gov/bid-board>, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.

## **5.7 Proposal Opening:**

5.7.1 Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.

5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **5.8 Evaluation Process:**

5.8.1 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.

- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
- b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
- c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
- d. The Division of Purchasing reserves the right to reject any and all proposals.
- e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

5.8.2 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

- a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
- b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - 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.
- d. **Business Compliance Exhibit J, Employee/Conflict of Interest**
- e. **Business Compliance Exhibit K, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID**.
- f. **General 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 amendment 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. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. 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:
  - 1) Taxes (e.g., city/county/state/federal)
  - 2) State and local certifications (e.g., professions/occupations/activities)
  - 3) Licenses and permits (e.g., city/county license, sales permits)
  - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

- 5.8.3 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.
- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
  - b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.9 of the RFP)
  - c. Negotiations may be conducted in person, in writing, or by telephone.
  - d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.
  - e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
  - f. The vendor's methodology or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
  - h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
  - i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- 5.8.4 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 5.8.5 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- 5.8.6 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.
- 5.8.7 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:
- a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
  - b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
    - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
    - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
    - 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's response lists a dollar

figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- d. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
- e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

5.8.8 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation. If the solicitation does not include the completed Exhibit F in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

## 5.9 Award Determination:

5.9.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

5.9.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of each vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.

- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide the ammunition within the past three (3) years, and/or (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required and/or (3) failure of the vendor to provide a sample or providing an unacceptable sample, if a sample is deemed necessary by the State of Missouri.

5.9.3 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

5.9.4 Determination of Award - In order to ensure adequate coverage throughout the state and to meet the potentially high-demand of services, the State of Missouri anticipates contracts to all vendors determined to be responsive, responsible, and reliable.

5.9.5 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.

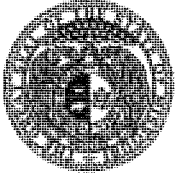
STATE 0000000192SL

Page 38

- 5.9.6 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
  - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

**\*\*\*END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION\*\*\***

## EXHIBIT A PROPOSAL SIGNATURE PAGE



**STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)**

### STATE 0000000192SL STATEWIDE AMMUNITION QUALIFIED VENDOR'S LIST (QVL) BAFO 01

<b>Vendor's Organization Name:</b>			
<b>MissouriBUYS Supplier Number:</b>			
<b>Point of Contact:</b>			
<b>Phone Number:</b>		<b>Email Address:</b>	
<b>Mailing Address:</b>			
<b>City/State/Zip:</b>			
<b>Vendor Tax Filing Type with IRS (check one):</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
<b>What date did the vendor's organization begin operation?</b>	Date:    /    / MM/DD/YYYY		

*I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.*

<b>Authorized Signature</b>	<b>Date</b>
<b>Printed Name</b>	<b>Title</b>

**EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST**

The following table is provided to assist the vendor in completing their proposal. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

<b>No.</b>	<b>Description</b>	<b>Task Complete</b>
1.	Complete and sign <b>Exhibit A, Proposal Signature Page.</b>	<input type="checkbox"/>
2.	Complete <b>Exhibit C, Vendor Proposed Product/Service</b>	<input type="checkbox"/>
3.	Complete <b>Exhibit D, Participation Commitment</b> for any Organization for the Blind/Sheltered Workshop proposed.	<input type="checkbox"/>
4.	Complete <b>Exhibit E, Documentation of Intent to Participate</b> , identifying each Organization for the Blind/Sheltered Workshop, proposed.	<input type="checkbox"/>
5.	Complete <b>Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference</b> , if applicable.	
6.	Complete <b>Business Compliance Exhibit G, State of Missouri Tax Compliance</b> and attach "Vendor No Tax Due" certificate.	<input type="checkbox"/>
7.	Complete <b>Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.</b>	<input type="checkbox"/>
8.	Complete and sign <b>Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification.</b>	<input type="checkbox"/>
9.	Complete <b>Business Compliance Exhibit J, Employee/Conflict of Interest.</b>	<input type="checkbox"/>
10.	Complete <b>Business Compliance Exhibit K, Federal Funding Unique Identity ID.</b>	<input type="checkbox"/>
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	<input type="checkbox"/>

**REMINDER:** vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

**EXHIBIT C, VENDOR PROPOSED PRODUCT/SERVICE**

The vendor must identify ammunition the vendor is proposing to provide for line items 1 through 80. The vendor may propose one, some or all ammunition. The vendor must check mark each item the vendor is proposing and include a completed Exhibit C in their response to the RFP:

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
1	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Hollow Point Rifled Slug 2-3/4" – High Brass Only New Manufacturer Only, No Reloads Acceptable. Federal LEF127-RS or equivalent	MIL	6	_____
2	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 8 Pellets – High Brass Only, Length 2- 3/4" New Manufacturer Only, No Reloads Acceptable. Federal LE133-00 or equivalent	MIL	34	_____
3	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 9 Pellets – High Brass Only, Length 2- 3/4" New Manufacturer Only, No Reloads Acceptable. Federal LE127-00 or equivalent	MIL	20	_____
4	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Game Load, #4 Shot, Length 2-3/4", 1-1/4 Oz. Shot New Manufacturer Only, No Reloads Acceptable. Federal H125-4 or Winchester X124 or equivalent	MIL	24	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
5	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Game Load, #8 Shot, Length 2-3/4" New Manufacturer Only, No Reloads Acceptable. Remington GL128 or equivalent	MIL	68	_____
6	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Hollow Point, 1 oz., 3-Segment Rifled Slug, Length 2-3/4", High Brass New Manufacturer Only, No Reloads Acceptable. Winchester RA12RS15S or equivalent	MIL	11	_____
7	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> 00 Buck, 9 Pellets – FLITECONTROL Wad. New Manufacturer Only, No Reloads Acceptable. Federal LE132-00, <i>No Substitution Allowed</i>	MIL	5	_____
8	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Shotgun Ammunition: 12-Gauge</b> Low Recoil Target, #8 Shot, Length 2-3/4" 7/8 oz. Shot, Lead New Manufacturer Only, No Reloads Acceptable. Winchester AA12FL8 or Fiocchi 1278OZ8 or equivalent	MIL	10	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
9	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 55 Grain, Full Metal Jacketed (FMJ) bullet with Brass casing. Steel or zinc casing are not acceptable. New Manufacturer Only, No Reloads Acceptable. Winchester USA223R1 or equivalent	MIL	195	_____
10	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification: Rifle</b> <b>Ammunition: .223 Caliber</b> 55 Grain, Pointed Soft Point. New Manufacturer Only, No Reloads Acceptable. Federal T223A or Remington R223R1 or equivalent	MIL	64	_____
11	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 55 Grain, Boat Tail Full Metal Jacket (FMJ) with cannelure Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Federal AE223J or equivalent	MIL	73	_____
12	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 64 Grain, Pointed Soft Point, Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Winchester RA223R2 or equivalent	MIL	5	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
13	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 55 Grain, Hollow Point, Copper Alloy with cannelure. New Manufacturer Only, No Reloads Acceptable. Hornady 83295, <i>No Substitution Allowed</i></p>	MIL	26	_____
14	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition: .223 Caliber</b> 64 Grain, Bonded Soft Point, Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Winchester RA556B or equivalent</p>	MIL	1	_____
15	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>5.56mm Caliber</b> Casing: Brass 55 Grain, Full Metal Jacket Boat-Tail Primer Sealant: Water resistant lacquer Warning: For use in standard 5.56mm chambers. Do not use in non-standard 5.56 chambers. New Manufacturer Only, No Reloads Acceptable. Winchester Q3131 or equivalent</p>	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
16	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Match Ammunition</b> 308 WIN, 168 Grain, A-Max TAP Precision, Match Grade Bullet. New Manufacturer Only, No Reloads Acceptable. Hornady 80965, <i>No Substitution Allowed</i>	MIL	6	_____
17	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50 FPS New Manufacturer Only, No Reloads Acceptable. Federal Hydrashok, <i>No Substitution Allowed</i>	MIL	25	_____
18	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Practice/Training Ammunition: .40 S &amp; W Caliber</b> Bullet: 180 Grain Total Metal Jacket Flat Nose Bullet Casing: New Brass capable of being reloaded Primer: CCI #500 Cleanfire™, non-corrosive Chamber Pressure: To be SAAMI recommended pressure levels, Speer 53880, <i>No Substitution Allowed</i>	MIL	60	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
19	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> New Brass Practice Ammo Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Winchester RA40180HP or equivalent</p>	MIL	9	_____
20	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Muzzle Velocity: 960 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Federal P40HST1, <b>No Substitution Allowed</b></p>	MIL	39	_____
21	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Jacketed Hollow Point, 180 Grain Bullet Jacket Bonded to Lead Core Muzzle Velocity 1060 ft./sec. New Manufacturer Only, No Reloads Acceptable. Winchester Ranger Bonded RA40B, <b>No Substitution Allowed</b></p>	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
22	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Full Metal Jacket – Truncated Cone 165 Grain New Manufacturer Only, No Reloads Acceptable. Speer 53955 or equivalent	MIL	29	_____
23	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> Full Metal Jacket Paramilitary 180 Grain New Manufacturer Only, No Reloads Acceptable. Speer 53652 or equivalent	MIL	23	_____
24	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: .40 S &amp; W Caliber</b> 180 Grain, Jacketed Soft Point (JSP); brass enclosed base New Manufacturer Only, No Reloads Acceptable. Winchester WC402 or equivalent	MIL	1	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
25	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>.38 Special Caliber</b> 125-129 Grains Muzzle Velocity 945-956 ft./sec New Manufacturer Only, No Reloads Acceptable. Federal P38HS1G or Winchester X38S8HP, <i>No Substitution Allowed</i>	MIL	1	_____
26	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9mm Caliber</b> Jacketed Hollow Point, 147 Grain Bullet Jacket Bonded to Lead Core Muzzle Velocity 995 ft./sec. New Manufacturer Only, No Reloads Acceptable. Winchester Ranger Bonded RA9B, <i>No Substitution Allowed</i>	MIL	52	_____
27	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9mm Caliber 124</b> Grain +P Jacketed Hollow Point Bullet Jacket Bonded Muzzle Velocity 1220 ft./sec. New Manufacturer Only, No Reloads Acceptable. Speer Gold Dot LE Duty 53617, <i>No Substitution Allowed</i>	MIL	49	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
28	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Handgun Training Ammunition, 9mm Caliber</b> 9mm Luger, Copper FMJ or TMJ Brass Casing, 147 Grain Velocity Minimum 950 fps Only brass casing is acceptable. Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Speer 53620 (FMJ) or Winchester USA9mm1 (TMJ) or equivalent</p>	MIL	397	_____
29	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Handgun Training Ammunition, 9mm Caliber</b> 9mm Luger, Copper FMJ Brass Casing, 124 Grain Only brass casing is acceptable. Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Federal American Eagle AE9AP or equivalent</p>	MIL	36	_____
30	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Handgun Training Ammunition, .45 Auto</b> Copper Full Metal Jacket, 230 Grain Velocity: 835 fps Only Brass casing is acceptable Steel or Zinc casing are not acceptable New Manufacturer Only, No Reloads Acceptable. Winchester Q4170 or equivalent</p>	MIL	1	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
31	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber</b> 124 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST1 or equivalent	MIL	245	_____
32	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber</b> 147 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST2 or equivalent	MIL	83	_____
33	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Caliber +P</b> 124 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P9HST3 or equivalent	MIL	21	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
34	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W</b> 165 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P40HST3 or equivalent</p>	MIL	27	_____
35	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto +P</b> 230 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P45HST1 or equivalent</p>	MIL	11	_____
36	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger Training Round</b> 147 Grain, Frangible RHT bullets New Manufacturer Only, No Reloads Acceptable. Federal BC9NT3 or equivalent</p>	MIL	24	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
37	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> 147 Grain, Jacketed Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal 9MS or equivalent	MIL	9	_____
38	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W</b> 180 Grain, Jacketed Hollow Point, 180 Grain New Manufacturer Only, No Reloads Acceptable. Federal 40SWA or equivalent	MIL	43	_____
39	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .380 Auto Short Training</b> Ammunition 95 Grain, Full Metal Jacket, 95 Grain New Manufacturer Only, No Reloads Acceptable. American Eagle AE380AP or equivalent	MIL	3	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
40	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 115 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE9DP or equivalent	MIL	11	_____
41	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 124 Grain, Full Metal Jacket, 124 Grain New Manufacturer Only, No Reloads Acceptable. American Eagle AE9AP or equivalent	MIL	48	_____
42	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> Training Ammunition 147 Grain, Full Metal Jacket Flat Point New Manufacturer Only, No Reloads Acceptable. American Eagle AE9FP or equivalent	MIL	70	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
43	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, 38 Special Training</b> Ammunition 130 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE38K or equivalent</p>	MIL	3	_____
44	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W Training</b> Ammunition 180 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R1 or equivalent</p>	MIL	3	_____
45	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, .40 S &amp; W Training</b> Ammunition 165 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R3 or equivalent</p>	MIL	5	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
46	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto Training</b> Ammunition 230 Grain, Full Metal Jacket, New Manufacturer Only, No Reloads Acceptable. American Eagle AE45A or equivalent</p>	MIL	7	_____
47	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T1 or equivalent</p>	MIL	8	_____
48	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 62 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T3 or equivalent</p>	MIL	3	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
49	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .308 WIN</b> 168 Grain, Bonded Soft Point, New Manufacturer Only, No Reloads Acceptable. Federal LE308TT2 or equivalent</p>	MIL	4	_____
50	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Sierra® Boat Tail Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal T223E or equivalent</p>	MIL	169	_____
51	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Nosler® Ballistic Tip, New Manufacturer Only, No Reloads Acceptable. Federal T223T or equivalent</p>	MIL	10	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
52	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 55 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223A, Hornady FR120 or equivalent</p>	MIL	164	_____
53	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM)</b> 64 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223L or equivalent</p>	MIL	4	_____
54	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Rifled Slug, 12-Gauge</b> 1-Ounce Hydra-Shok HP New Manufacturer Only, No Reloads Acceptable. Federal LE127 RS or equivalent</p>	MIL	28	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
55	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>TruBall Rifled Slug, 12-Gauge</b> 1-Ounce New Manufacturer Only, No Reloads Acceptable. Federal LEB127 RS or equivalent	MIL	27	_____
56	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Long Rifle, Target, .22 Caliber,</b> 40 Grain, Lead Round Nose New Manufacturer Only, No Reloads Acceptable. American Eagle AE5022 or equivalent	MIL	10	_____
57	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 REM</b> 55 Grain, Full Metal Jacket Boat-Tail New Manufacturer Only, No Reloads Acceptable. American Eagle AE223J, Hornady FR100 or equivalent	MIL	93	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
58	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 REM</b> 62 Grain, Full Metal Jacket Boat-Tail New Manufacturer Only, No Reloads Acceptable. American Eagle AE223N or equivalent	MIL	38	_____
59	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification: Pistol</b> <b>Ammunition, 9MM Luger</b> 147 Grain Bullet: GDG2 New Manufacturer Only, No Reloads Acceptable. Speer 54226 or equivalent	MIL	51	_____
60	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> 124 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53618 or equivalent	MIL	11	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
61	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 9MM Luger</b> 147 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53619 or equivalent	MIL	4	_____
62	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, 40 S&amp;W</b> 180 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53962 or equivalent	MIL	6	_____
63	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain</b> Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 24445SP or equivalent	MIL	5	_____
64	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .380 Auto</b> 95 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53608 or equivalent	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
65	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .357 SIG</b> 125 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53919 or equivalent	MIL	2	<hr/>
66	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition, .45 Auto</b> 230 Grain, Training Ammunition Bullet: Total Metal Jacket New Manufacturer Only, No Reloads Acceptable. Speer 53653 or equivalent	MIL	11	<hr/>
67	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Green Non-Toxic, washable compound FOF FF9G2 or equivalent	MIL	1	<hr/>

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
68	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF9B2 or equivalent	MIL	10	_____
69	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 9MM</b> 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF9R2 or equivalent	MIL	8	_____
70	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 5.56</b> 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF556B1 or equivalent	MIL	4	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
71	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Marking Rounds, 5.56</b> 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF556R1 or equivalent	MIL	7	_____
72	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Rifle Ammunition: 5.56 NATO</b> 53 Grain, GMX TAP Patrol Brass Casing Only New Manufacturer Only, No Reloads Acceptable Hornady 81275 or equivalent	MIL	5	_____
73	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger</b> 135 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 90235	MIL	26	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
74	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: 40 S&amp;W</b> 175 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 91375</p>	MIL	5	_____
75	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger Training</b> Ammunition 124 Grain, Full Metal Jacket FN Casing: Brass New Manufacturer Only, No Reloads Acceptable Aquila 1E092110 or equivalent <b>This item does not have to be manufactured by a SAAMI member.</b></p>	MIL	16	_____
76	<p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p><b>Mandatory Specification:</b> <b>Pistol Ammunition: 40 S&amp;W 180 Grain,</b> Reverse Tapered Jacket Nickel plated brass casing. New Manufacturer Only, No Reloads Acceptable. Winchester RA40T or equivalent</p>	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Unit of Measure	Estimated Annual Quantities	Vendor's must check mark each item they choose to propose:
77	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 45 Auto</b> 230 Grain, Reverse Tapered Jacket Nickel plated brass shell casing with cap lacquer. New Manufacturer Only, No Reloads Acceptable. Winchester RA45T or equivalent	MIL	2	_____
78	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger</b> 147 Grain, Reverse Tapered Jacket Nickel plated brass casing with cap lacquer. New Manufacturer Only, No Reloads Acceptable. Winchester RA9T or equivalent	MIL	39	_____
79	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger +P</b> 124 Grain, Reverse Tapered Jacket Nickel plated brass casing New Manufacturer Only, No Reloads Acceptable. Winchester RA9124TP or equivalent	MIL	2	_____
80	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  <b>Mandatory Specification:</b> <b>Pistol Ammunition: 9MM Luger +P+</b> 127 Grain, Reverse Tapered Jacket Nickel plated brass casing New Manufacturer Only, No Reloads Acceptable. Winchester RA9TA or equivalent.	MIL	6	_____

LINE ITEM	MANDATORY SPECIFICATIONS	Vendor's must check mark each item they choose to propose
81	C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i>  Other Ammunition (not specified above) that may be ordered from the contractor's price list/catalog.	_____

1. **Purchasing Card:** The State of Missouri reserves the right to purchase goods and services using the state purchasing card. The vendor should indicate whether payments would be allowed via the state's purchasing card at no additional cost.

Will the vendor allow payment via the states purchasing card at no additional cost?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

STATE 0000000192SL

Page 67

**EXHIBIT D, PARTICIPATION COMMITMENT**

**NOTE: By committing to participation specified herein, the vendor is committing to the stated level of participation for ALL awarded ammunition. Such commitments cannot be conditional upon the nature of the individual product/services specified in the Quote Request.**

**Organization for the Blind/Sheltered Workshop Participation Commitment** - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

**Participation Commitment Submission Instructions:**

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>			
<b>Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work</b>	<b>If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed</b>	<b>Committed Percentage of Participation (%* of the Actual Total Contract Value)</b>
			%
			%
			%
<b>Total Committed Percentage(s)</b> <i>(must minimally be 2%)</i>			%

\*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

STATE 0000000192SL

**EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date*

**EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.**

- No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)
- Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

**BUSINESS COMPLIANCE EXHIBITS**

---

Instructions: In order to be awarded a contract, 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 **Exhibit A, Proposal Signature Page** of this original document and any amendment 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 with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest
- Business Compliance Exhibit K, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT G,  
STATE OF MISSOURI TAX COMPLIANCE**

**STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

**How To Obtain A Vendor No Tax Due Certificate**

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

**Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status.

<b>"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR</b>	Date: ___/___/___ (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT H,  
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	
Charter Number	
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**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:

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.

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.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

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

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

BOX A – NON-COMPANY ENTITY	
<p>I certify that _____ (Entity Name) currently <b>DOES NOT MEET</b> 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.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Entity Name</p>	<p>_____ Date</p>

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES	
<p>I certify that _____ (Company Name) <b>MEETS</b> 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.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES	
<p>I certify that _____ (Company Name) <b>MEETS</b> 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.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

STATE 0000000192SL

Page 76

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

**BOX D – PUBLIC ENTITY**

I certify that \_\_\_\_\_ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.

\_\_\_\_\_  
Authorized Representative's Name (Please  
Print)

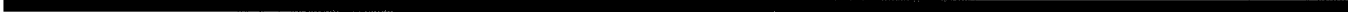
\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE 0000000192SL

**BUSINESS COMPLIANCE EXHIBIT J,  
EMPLOYEE/CONFLICT OF INTEREST**



Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

STATE 0000000192SL

**BUSINESS COMPLIANCE EXHIBIT K,  
FEDERAL FUNDING UNIQUE IDENTITY ID**

**Federal Debarment:** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

<b>Vendor Name:</b>	<b>Vendor's Unique Identity ID Number:</b>
<b>Parent Organization's Name:</b>	<b>Parent Organizations Unique Identity ID Number:</b>

177 -2026

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26


In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

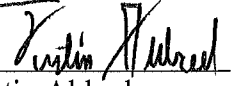
Now on this day, the County Commission of the County of Boone does hereby approve Cooperative Contract Award: C001096 (Omnia Partners Contract 2017001134) Playground and Outdoor Fitness Equipment Site Accessories, Surfacing, and Related Products and Services with Playcore Wisconsin, LLC d/b/a GameTime for the Boone County Public Safety Childcare Center - Term and Supply. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

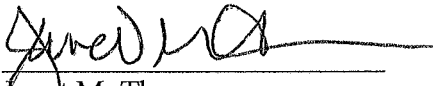
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Michelle Brooks  
Buyer



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4392

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Michelle Brooks  
DATE: March 20, 2026  
RE: Cooperative Contract Award: C001096 (Omnia Partners Contract 2017001134) Playground and Outdoor Fitness Equipment Site Accessories, Surfacing, and Related Products and Services with Playcore Wisconsin, LLC d/b/a GameTime for the Boone County Public Safety Childcare Center - Term and Supply

The Purchasing Department requests approval of the NCPA an Omnia Partners Company contract 20017001134 for Playground and Outdoor Equipment with Playcore Wisconsin, LLC d/b/a GameTime. This contract will be used by the Boone County Public Safety Childcare Center. The county contract number is C001096.

The contract period runs date of award through December 30, 2026.

This is a Term & Supply contract.

cc: Contract File  
Ami Hayse, Public Safety Childcare Center

An official website of the United States government [Here's how you know](#)



Home Search Data Bank Data Services Help

Search

All Words

e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- Any Words <sup>i</sup>
- All Words <sup>i</sup>
- Exact Phrase <sup>i</sup>

e.g. 123456789, Smith Corp

Classification ▼

Excluded Individual ▼

Excluded Entity ▲

Entity Name

e.g. ABC Inc ▼

Playcore Wisconsin, Inc x

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

Enter CAGE/NCAGE Code ▼


Federal Organizations ▼

Exclusion Type ▼

Exclusion Program ▼

Location ▼

Dates ▼

Reset 

- Entity Information ^
- <
- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Q...
- >

# No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

### Our Website

- [About This Site](#)
- [Our Community](#)
- [Release Notes](#)
- [System Alerts](#)

### Policies

- [Terms of Use](#)
- [Privacy Policy](#)
- [Restricted Data Use](#)
- [Freedom of Information Act](#)
- [Accessibility](#)

### Our Partners

- [Acquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)
- [More Partners](#)

### Customer Service

- [Help](#)
- [Check Entity Status](#)
- [Federal Service Desk](#)
- [External Resources](#)
- [Contact](#)



#### WARNING

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

[MY ACCOUNT](#)

[HOME](#)

[SEARCH](#)

[MISC INFO](#)

[UCC FILING](#)

[Help](#)

## Gen. Business - For Profit Details as of 3/9/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO  
SEARCH RESULTS](#)

Create Filing

[FILE  
ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES/  
CERTIFICATES](#)

General Information

Filings

Principal Office Address

Name(s) **PLAYCORE WISCONSIN, INC.**

Principal Office Address **544 Chestnut St  
Chattanooga, TN 37402-4906**

Type **Gen. Business - For Profit**

Charter No. **F001327176**

Domesticity **Foreign**

Home State **WI**

Registered Agent **G T CORPORATION SYSTEM  
5661 Telegraph Rd Ste 4B  
Saint Louis, MO 63129-4275**

Status **Good Standing**

Date Formed **4/20/2017**

Duration **Perpetual**

Report Due **7/31/2027**

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

[MY ACCOUNT](#)[HOME](#)[SEARCH](#)[MISC INFO](#)[UCC FILING](#)[Help](#)

### Gen. Business - For Profit Details as of 3/9/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO  
SEARCH RESULTS](#)

Create Filing

[FILE  
ONLINE](#)

Amended Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES  
CERTIFICATES](#)

General Information	Fillings	Principal Office Address		
	Name(s)	<b>GAMETIME, INC.</b>	Principal Office Address	<b>5818 Old Pineville Rd CHARLOTTE, NC 28217-4106</b>
	Type	<b>Gen. Business - For Profit</b>	Charter No.	<b>F00511807</b>
	Domesticity	<b>Foreign</b>	Home State	<b>VA</b>
	Registered Agent	<b><u>BUSINESS FILINGS INCORPORATED</u> 5661 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275</b>	Status	<b>Good Standing</b>
	Date Formed	<b>8/9/2002</b>		
	Duration	<b>Perpetual</b>		
	Report Due	<b>11/30/2026</b>		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

**CONTRACT AMENDMENT NUMBER ONE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,  
SURFACING, AND RELATED PRODUCTS AND SERVICES FOR BOONE COUNTY PUBLIC  
SAFETY CHILDCARE CENTER**

The Agreement **C001096 (2017001134)**, dated the 24th day of March 2026 made by and between Boone County, Missouri and Playcore Wisconsin, Inc. d/b/a GameTime for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Replace the initial order under *Paragraph 3 – Purchase*:

Delete:

Playground Area 1	\$ 38,960.34
Playground Area 2	\$ 46,209.76
Install Of Playground Area 1 and 2	\$ 42,935.00
Synthetic Grass & Poured in	
Place Surfacing	\$ 63,318.78
Poured in Place Safety Surfacing	\$ 69,661.79
Freight	\$ 4,373.74
<b>Total:</b>	<b>\$ 250,769.41</b>

Add:

Initial Order: \$262,482.86 per attached quote 179327-01-04.

- 2. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

**PLAYCORE WISCONSIN, INC.**  
**d/b/a GAMETIME**

by   
7F0302649548489...

Title Contract Administrator

**BOONE COUNTY, MISSOURI**  
By: Boone County Commission

  
2B83ECD7F8E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

  
7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

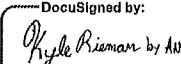
ATTEST:

  
242B827B32F14BF...

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

  
8E8FE1148A274E1...

3/26/2026

Initial Order: 4131 / 71231 / \$262,482.86

Signature

Date

Appropriation Account

# QUOTE

179327-01-04 • 03/23/2026



A PLAYCORE COMPANY

## Boone County Public Safety Childcare Center (Updated 03.23.26)

**Customer:**

Boone County Government  
2017 E County Dr  
Columbia, MO 65202  
United States

Ship to Zip: 65202

**Prepared for:**

Ami Hayse  
Phone: 573.448.7048  
ahayse@boonecountymmo.org

**Prepared by:**

GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	178749	GameTime - Owner's Kit	\$98.07		\$98.07	\$98.07
<b>Playground Area 1</b>						
1	39001	GameTime - Tot'S Toddle Rocker Basic: _____, Cabling: _____	\$1,490.00	16.00	\$1,251.60	\$1,251.60
1	38009	GameTime - Spinning Leaf Seat (Straight) Accent: _____, Roto Plastic: _____	\$1,167.00	16.00	\$980.28	\$980.28
1	104351	GameTime - Ladybug Climber	\$1,870.00	16.00	\$1,570.80	\$1,570.80
1	390231	GameTime - Tot's Courtyard IG 2 Color HDPE: _____, 2 ColorHDPE2: _____ Accent: _____, Basic: _____, HDPE: _____ HDPE 2: _____, Roto Plastic: _____, Tube: _____	\$9,584.00	9.00	\$8,721.44	\$8,721.44
1	390401	GameTime - Echo Preschool (In-Ground) 2 Color HDPE: _____, 2 ColorHDPE2: _____ Accent: _____, Accent 2: _____, Basic: _____ Deck:Pvc: _____, HDPE: _____, Roto Plastic: _____	\$26,624.00	16.00	\$22,364.16	\$22,364.16
1	QRI109	GT-Shade - GTSU101008IG 10X10X8 SQ UMB W/GLD IG Basic: _____, Fabric 1: _____	\$4,198.00	3.00	\$4,072.06	\$4,072.06

# QUOTE

179327-01-04 • 03/23/2026



A PLAYCORE COMPANY

2393	TURF	GT-Impax - Synthetic Grass & Poured in Place Surfacing	\$26.96	\$26.96	\$64,515.28
------	------	--	---------	---------	-------------

Poured In Place Scope:

Color Is 50/50  
 1824 Sf 2" Thickness For 4' Cfh  
 Thicknesses Are Subject To Nominal Variation  
 Graphics Included- Must Be Minimum Of 4" Thick  
 Lines- Will Be At The  
 Discretion Of The Installer.  
 Caterpillar Solid Colored Circles, Cannot do Numbers.  
 Concrete Sub-Base provided and installed by others.

Synthetic Grass Scope:

Sbr: 568 Sf 2" Thick System  
 (1.5" Sbr Cushion)  
 Pro Play Optimum  
 Color: Field Green  
 Pile: 1.25"  
 Face Weight: 65 Oz./Square Yard  
 Prevailing Wages  
 Dumpster Included

**Playground Area 2**

1	RDU	GameTime - Powerscape 2-5 Modular Unit (per attached drawings)	\$27,397.00	50.00	\$13,698.50	\$13,698.50
---	-----	--	-------------	-------	-------------	-------------

Custom: Accent 2: \_\_\_\_\_, Accent: \_\_\_\_\_, Arch: \_\_\_\_\_,  
 Basic: \_\_\_\_\_, Deck:Pvc: \_\_\_\_\_,  
 HDPE: \_\_\_\_\_, Roto Plastic: \_\_\_\_\_

- (2) 6232 - Pod (1'-0")
- (1) 8665 - Inchworm Climber F/S
- (1) 80000 - 49" Sq Punched Steel Deck
- (1) 80078 - 6" Stepped Platform
- (1) 80688 - 2' Tri Transfer Platform
- (1) 90193 - 2'-6"/3' Single Curved Zip Slide
- (1) 90211 - Rung Encl Telescope & Barrier, Above Dk
- (1) 90251 - 3' Leaning Wall Climber
- (2) 90266 - 8' Upright, Alum
- (5) 90267 - 9' Upright, Alum
- (1) 90305 - Climber Archway W/Socket & Guardrail
- (1) 90344 - 2' & 2'-6" Clover Leaf Climber
- (1) 90507 - 2'-6"/3' Rumble & Roll Zip Slide
- (1) 91139 - Entryway - Barrier

1	RDU	GameTime - Primetime 2-5 Modular Unit (per attached drawings)	\$31,419.00	50.00	\$15,709.50	\$15,709.50
---	-----	---	-------------	-------	-------------	-------------

Custom: Accent 2: \_\_\_\_\_, Accent: \_\_\_\_\_, Arch: \_\_\_\_\_,  
 Basic: \_\_\_\_\_, Deck:Pvc: \_\_\_\_\_,  
 Fabric 1: \_\_\_\_\_, Roto Plastic: \_\_\_\_\_, Tube: \_\_\_\_\_

- (2) 12023 - 3 1/2" Uprt Ass'Y Alum 8'
- (7) 12024 - 3 1/2" Uprt Ass'Y Alum 9'
- (1) 13540 - Crunch Bar
- (2) 18200 - 36" Sq Punched Deck P/T 1.3125
- (1) 18692 - Single Thunder Ring
- (1) 18854 - 10' Sunblox Umbrella Canopy

# QUOTE

179327-01-04 • 03/23/2026



\* PLAYCORE PARTNER

- ✦ (1) 19044 – Straight Crawl Tube(1 Deck Span)
- ✦ (1) 19057 – Wave (Standard)
- ✦ (1) 19104 – Ridge Climber
- ✦ (1) 19121 – Curved Zip Slide
- ✦ (1) 19122 – Wave Zip Slide (2'-6" & 3')
- ✦ (1) 19243 – Drivers Panel
- ✦ (1) 19912 – Modern Transfer w/Barrier 2' Rise
- ✦ (1) H12027 – 12' Heavy Wall Upright

2	5287	GameTime - Belt Seat for 8' Toprail	\$286.00	16.00	\$240.24	\$480.48
1	5368	GameTime - T-Post 8' Swing Frame Basic: _____	\$1,942.00	16.00	\$1,631.28	\$1,631.28
2434	PIP	GT-Impax - Poured In Place Safety Surfacing	\$28.58		\$28.58	\$69,563.72

Scope:  
 Poured In Place  
 Color Is 50/50 Black/Standard  
 \*Color Is 100% For Graphics -Some Standard Some Custom  
 3.75" Thickness For 8' Cfh  
 (Thicknesses Are Subject To Nominal Variation)  
 Concrete Sub-Base provided and installed by others.  
 Dumpster Included  
 Prevailing Wage  
 Davis Bacon

1	INSTALL	MISC - Installation of All Equipment Above. <i>*Spoils to remain on site and is not included in installation pricing</i>	\$42,935.00		\$42,935.00	\$42,935.00
---	---------	---	-------------	--	-------------	-------------

**Surface Mount Equipment**

1	RDU	GameTime - Surface Mount Equipment ✦ (2) 152850 – Base Plate Pkg-1.315"Od ✦ (3) 152851 – Base Plate Pkg-1.66"Od ✦ (3) 152853 – Base Plate Pkg-2.375"Od ✦ (2) 152852 – Base Plate Pkg-1.90"Od ✦ (9) 152856 – Base Plate Hdw Pkg Sm360 ✦ (4) 152850 – Base Plate Pkg-1.315"Od ✦ (1) 152853 – Base Plate Pkg-2.375"Od ✦ (9) 152856 – Base Plate Hdw Pkg Sm360	\$6,512.00	9.00	\$5,925.92	\$5,925.92
---	-----	--	------------	------	------------	------------

1	BONDS	MISC - Performance & Payment Bonds	\$4,454.00		\$4,454.00	\$4,454.00
---	-------	------------------------------------	------------	--	------------	------------

Contract: OMNIA #2017001134

Sub Total	\$257,972.09
Freight	\$4,510.77
<b>Grand Total</b>	<b>\$262,482.86</b>

# QUOTE

179327-01-04 • 03/23/2026



A PLAYCORE COMPANY

## Comments

\*Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

\*General Contractor will be responsible for excavating site, providing a concrete subbase, providing all sidewalks, curbs and drainage.

\*Water and Electricity will be provided by others.

\*Concrete Sub-Base will be provided and installed by others for both proposed area's.

\*Promotional discount pricing is valid through March 31, 2026.

## GAMETIME - TERMS & CONDITIONS:

- \* **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- \* **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- \* **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- \* **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- \* **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- \* **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- \* **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- \* **SHIPMENT:** **Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- \* **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- \* **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- \* **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- \* **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

# QUOTE

179327-01-04 • 03/23/2026



A PLAY CORE COMPANY

## INSTALLATION CONDITIONS:

- \* **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- \* **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- \* **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- \* **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- \* **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- \* **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- \* **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

## ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$262,482.86**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

# QUOTE

179327-01-04 • 03/23/2026



A PLAYCORE COMPANY

**BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SHIPPING INFORMATION:**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

April Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of April

20 26

the following, among other proceedings, were had, viz:

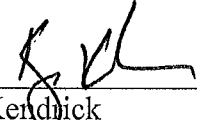
Now on this day the County Commission of the County of Boone does hereby approve a Contract Amendment with Contemporary Broadcasting, Inc. for Antenna Site License. The terms of the contract amendment are set out in the attached contract amendment, and the Presiding Commissioner is authorized to sign the same.

Done this 9<sup>th</sup> day of April 2026.

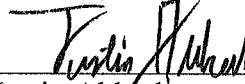
ATTEST:



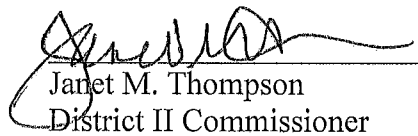
Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB, CPPO  
DATE: March 25, 2026  
RE: Amendment #1 to Lease Agreement: *C001110 – Antenna Site License*  
with Contemporary Broadcasting, Inc.

Lease Agreement *C001110 – Antenna Site License* with Contemporary Broadcasting, Inc. was approved by commission on October 18, 2017, commission order 503-2017.

The current site lease is \$1,642.98 per month for the period October 1, 2025 through September 30, 2027. Due to the County increasing equipment to the tower and requiring cooler temperatures in the shelter as part of the 800 MHz P25 project, Amendment #1 adds an additional \$1,800.00 per month. New site lease monthly total will be \$3,442.98 which will begin mid to late May 2026.

Invoices will be paid from 2704 – BOCO Joint Comm Radio OPS, 71500 – Lease Charges (GASB 87). The Auditor's office confirmed that a Budget Amendment is not needed at this time.

cc: Contract File  
Christie Davis, Joint Communications

## Melinda Bobbitt

---

**To:** Christie Davis  
**Subject:** RE: Contemporary Broadcasting Site Lease Adjustment

Christie,

How much are we paying right now for a monthly lease?

Thanks,  
Melinda

**From:** Christie Davis <CDavis@boonemo.gov>  
**Sent:** Friday, March 13, 2026 2:49 PM  
**To:** Aaron Neugarten <ANeugarten@boonemo.gov>; Amy Gerskin <AGerskin@boonemo.gov>; Melinda Bobbitt <MBobbitt@boonemo.gov>  
**Cc:** McKinna Gorden <MGorden@boonemo.gov>; Austin Barnett <ABarnett@boonemo.gov>; Stirling Williams <SWilliams@boonemo.gov>  
**Subject:** RE: Contemporary Broadcasting Site Lease Adjustment

Thank you, Aaron!

**From:** Aaron Neugarten <ANeugarten@boonemo.gov>  
**Sent:** Friday, March 13, 2026 2:48 PM  
**To:** Christie Davis <CDavis@boonemo.gov>; Amy Gerskin <AGerskin@boonemo.gov>; Melinda Bobbitt <MBobbitt@boonemo.gov>  
**Cc:** McKinna Gorden <MGorden@boonemo.gov>; Austin Barnett <ABarnett@boonemo.gov>; Stirling Williams <SWilliams@boonemo.gov>  
**Subject:** RE: Contemporary Broadcasting Site Lease Adjustment

Christie,

I would hold off on a budget amendment at this point. You may have enough appropriations in the class to avoid one. We can revisit it later in the year as expenses roll in.

Thank you,

### **Aaron Neugarten**

*Accountant/Financial Analyst*

Auditor's Department / Boone County Government, Missouri  
801 E. Walnut Street, Room 304 / Columbia, MO 65201  
tel: 573.886.4276  
[aneugarten@boonemo.gov](mailto:aneugarten@boonemo.gov)

**From:** Christie Davis <CDavis@boonemo.gov>  
**Sent:** Friday, March 13, 2026 1:50 PM  
**To:** Amy Gerskin <AGerskin@boonemo.gov>; Melinda Bobbitt <MBobbitt@boonemo.gov>

**Cc:** McKinna Gorden <[MGorden@boonemo.gov](mailto:MGorden@boonemo.gov)>; Austin Barnett <[ABarnett@boonemo.gov](mailto:ABarnett@boonemo.gov)>; Stirling Williams <[SWilliams@boonemo.gov](mailto:SWilliams@boonemo.gov)>; Aaron Neugarten <[ANEugarten@boonemo.gov](mailto:ANEugarten@boonemo.gov)>

**Subject:** Contemporary Broadcasting Site Lease Adjustment

Amy and Melinda,

We have a site lease agreement with Contemporary Broadcasting (attached) for our current radio system. As part of the upcoming 800 MHz P25 radio project, we will need to add additional equipment to the tower and require cooler temperatures in the shelter. As a result, Contemporary is requiring an \$1,800 / month increase for the lease (email communication attached). We would need this to begin in May as our radio integrator is looking to schedule antenna installations mid to late May.

We did budget for an anticipated increase for FY26 but not enough for the amount provided by Contemporary after the budget was submitted. It will be on 2704 / 71500. We budgeted an additional \$6,000 but for May through December there is an increase of \$14,400 creating a shortage of \$8,400. We will likely need a budget amendment for this change. I've copied Aaron into the email to confirm.

Please let me know what else you need from me may to get the amendment completed.

Thanks,

Christie



**Christie Davis, CPE, ENP** • Director  
Boone County Joint Communications  
2145 E County Drive, Columbia MO 65202  
Office: 573-554-1001 Cell: 573-289-1427

[MY ACCOUNT](#)[HOME](#)[SEARCH](#)[MISC INFO](#)[UCC FILING](#)[Help](#)

### Gen. Business - For Profit Details as of 3/25/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO  
SEARCH RESULTS](#)[Create Filing](#)[FILE  
ONLINE](#)

Articles of Amendment

[ORDER COPIES/  
CERTIFICATES](#)

General Information

Filings

Principal Office Address

Name(s) **CONTEMPORARY BROADCASTING,  
INC.**

Principal Office Address **12 Gramercy Pl  
Saint Louis, MO 63122-4743**

Type **Gen. Business - For Profit**

Charter No. **00147082**

Domesticity **Domestic**

Home State **MO**

Registered Agent **Stewart, Andrew M.  
12 Gramercy Pl  
Saint Louis, MO 63122-4743**

Status **Good Standing**

Date Formed **3/18/1971**

Duration **Perpetual**

Renewal Month **January**

Report Due **4/30/2027**

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



**Revolutionary FAR Overhaul Impacts to SAM.gov** Show Details  
Aug 15, 2025



[See All Alerts](#)

**Records Retention Policy Impacts Old SAM Registration Data** Show Details  
May 21, 2025



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02


Filter By


### Keyword Search


For more information on how to use our keyword search, visit our [help guide](#)

Simple Search


Search Editor


Any Words 


All Words 

Exact Phrase 

e.g. 123456789, Smith Corp

Classification 

Excluded Individual 

Excluded Entity 

Entity Name

e.g. ABC Inc

contemporary broadcasting

Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qi

# No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

### Our Website

About This Site

Our Community

Release Notes

System Alerts

### Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

### Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

### Customer Service

Help

Check Entity Status

Federal Service Desk

External Resources

Commission Order #: 178-2026 Date: 04/09/2026

LEASE AGREEMENT AMENDMENT NUMBER ONE
ANTENNA SITE LICENSE

The Agreement C001110, dated the 18h day of October 2017 made by and between Boone County, Missouri and Contemporary Broadcasting, Inc. for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD lease agreement number C001110.
2. The current lease price for the period October 1, 2025 through September 30, 2026 is \$1,642.98 per month. Due to the County's 800 MHz P25 radio project, the County will be adding additional equipment to the tower and require cooler temperatures in the shelter. The lease will increase by \$1,800.00 per month beginning upon completion of project on or about mid to late May 2026. New monthly lease total, beginning the month after the installation of the additional equipment, will be \$3,442.98.
3. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

CONTEMPORARY BROADCASTING, INC.

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by: Andrew Stewart
by 04C1BB4A152A4A1...

Signed by: Kip Kendrick
2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

Title President

APPROVED AS TO FORM:

ATTEST:

DocuSigned by: CJ Dykhouse
7D71DEAEB9D74DD...

Signed by: Brianna L. Lennon
242B827B32F14BF...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: Kyle Rieman by At
8E8FE1148A274E1...

3/26/2026

2704-71500 / \$3,442.98 / month

Signature

Date

Appropriation Account

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

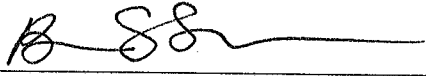
Term. 20 26

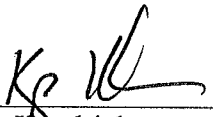
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

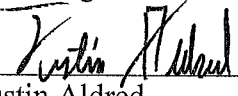
the following, among other proceedings, were had, viz:

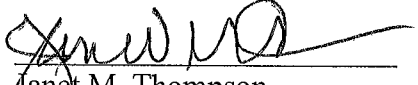
Now on this day, the County Commission of the County of Boone does hereby approve Contract C001111 (MC250182004) with Corwin Motors of Springfield, LLC for a New 2026 Chrysler Voyager LX for the Boone County Sheriff's Office. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.  
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Gerskin**  
Senior Buyer



5551 S. Tom Bass Rd.  
Room 205  
Columbia, MO 65201  
Phone: (573) 886-4393  
[agerskin@boonemo.gov](mailto:agerskin@boonemo.gov)

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Gerskin  
DATE: March 26, 2026  
RE: **Cooperative Contract Award** – C001111 from MC250182004 –  
*New Motor Vehicles QVL – for a New 2026 Chrysler Voyager LX  
from Corwin Motors of Springfield, LLC*

The Boone County Purchasing Department requests permission to utilize the State of Missouri OA QVL #MC250182004 – New Motor Vehicles with Corwin Motors of Springfield, LLC to purchase one (1) new 2026 Chrysler Voyager LX for the Sheriff's Office. Quotes were solicited from each of the 15 dealerships listed on the QVL's Patrol Vehicles category list. Only two responses were received. The Boone County Sheriff's Office recommends an award to Corwin Motors of Springfield, LLC for providing the lowest and best quote.

The Boone County contract number is C001111, and the cost of this purchase is \$40,108.00. This vehicle is replacing a 2025 Ford Police Interceptor Utility that was disposed of on January 13, 2026 via commission order 26-2026.

This purchase will use federal grant funds and Invoices will be paid by department 1255 – GF Detention Operations, account 92400 – Replacement Auto/Trucks.

cc: Chad Martin, BCSO  
Contract File



[MY ACCOUNT](#)

[HOME](#)

[SEARCH](#)

[MISC INFO](#)

[UCC FILING](#)

[Help](#)

## Limited Liability Company Details as of 3/26/2026

Required Field \*

To File Documents - select the filing from the "Create Filing" list, then click FILE ONLINE.

**To terminate an entity two documents are required:**

**General Business and Nonprofit - Articles of Dissolution followed by Articles of Termination**

**Limited Liability Companies - Notice of Winding up followed by Articles of Termination**

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click ORDER COPIES/CERTIFICATES.

[RETURN TO  
SEARCH RESULTS](#)

Create Filing

[FILE  
ONLINE](#)

Amended Certificate of Registration of a Foreign LLC

[ORDER COPIES/  
CERTIFICATES](#)

General Information

Filings

Principal Office Address

Name	CORWIN MOTORS OF SPRINGFIELD LLC	Principal Office Address	
Type	Limited Liability Company	Charter No.	FL1264399
Domesticity	Foreign	Home State	ND
Registered Agent	<a href="#">CSC-LAWYERS INCORPORATING SERVICE COMPANY</a> 221 BOLIVAR ST JEFFERSON CITY, MO 65101	Status	Active
Date Formed	10/19/2012		
Duration	Perpetual		

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

**PURCHASE AGREEMENT  
FOR  
NEW MOTOR VEHICLES QVL  
2026 CHRYSLER VOYAGER LX**

**THIS AGREEMENT, C001111**, dated the 9th day of April 2026, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Corwin Motors of Springfield LLC**, herein "Vendor."

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **Corwin Motors of Springfield LLC** to furnish and deliver **one (1) New 2026 Chrysler Voyager LX** compliant with all bid specifications and any addendum issued for the State of Missouri OA contract **MC250182004**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the State of Missouri OA contract **MC250182004** shall prevail and control over the vendor's bid response.
2. **Contract Duration** – This agreement shall commence on the **Date of Award and extend through June 30, 2026**, subject to the provisions for termination specified below.
3. **Purchase** – The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **one (1) New 2026 Chrysler Voyager LX**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Line Item	Description	Quantity	Unit Price
1.	New 2026 Chrysler Voyager LX	1	\$40,108.00
<b>Total:</b>			<b>\$40,108.00</b>

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.
5. **Delivery/Owner's Manual** – Vendor agrees to deliver the vehicle under terms as set forth in the contract and coordinate with the Boone County Sheriff's Office. Delivery shall be to the Boone County Sheriff's Office, Attn: Chad Martin, 2121 County Dr., Columbia, MO 65202. Prior to delivery, the Vendor shall contact Chad Martin, 573-448-7047, to schedule the actual delivery date. The Owner's Manual for the vehicle shall accompany the vehicle upon delivery.
6. **Warranty** – The standard manufacturer's warranty, as quoted, shall apply to this purchase.
7. **Title** – Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title the vehicle in the name of **Boone County Sheriff**. Each title shall be sent to this address: 2121 County Dr., Columbia, MO 65202.

- 8. **Billing and Payment** – All billing shall be invoiced to the Boone County Road and Bridge Department. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 9. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 10. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
  - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
  - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
  - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
  - d. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties, through their duly authorized representatives, have executed this agreement on the day and year first above written.

**CORWIN MOTORS OF SPRINGFIELD, LLC**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
by Steve Forrester  
D9C1C8AF73174AF...

by: Boone County Commission

title Fleet Sales Manager

Signed by:  
Kip Kendrick  
2B83ECDD7F8E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
CJ Dykhouse  
7D71DEAEB9D74DD...

Signed by:  
Brianna L. Lennon  
242B827B32F14BF...

CJ Dykhouse, County Counselor

Brianna L. Lennon, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
Kyle Riemann by Atty  
8E8FE1148A274E1...

3/27/2026

1255 / 92400 \$40,108.00

Signature

Date

Appropriation Account

## **STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at the request of the bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in the bid process, as the law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of a delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of the quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for or ownership of any item purchased until the same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern.
17. Should an audit of the Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with the bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, the Contractor/Vendor certifies it 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.
20. For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. Equipment and serial and model numbers - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.
24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

**ATTACHMENT 1**

**Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

**TO BE COMPLETED BY THE STATE AGENCY**

State Agency Name: Boone County Sheriff's Office

State Agency's Address: 2121 County Dr., Columbia, MO 65202

Point of Contact at State Agency: Chad Martin

State Agency Point of Contact's Phone Number: 573-448-7047

State Agency Point of Contact's Email Address: cemartin@boonemo.gov

Return Price Quote Request Form to the Following Email Address: agerskin@boonemo.gov

Price Quote Request Form Issue Date: 02/25/2026

Price Quote Request Form Return No Later Than Date: 03/04/2026

**STATE AGENCY'S VEHICLE REQUIREMENTS:**

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the Lot

Brand: Chrysler

Model: Voyager

Year: 2025 or newer

List of **Requested** Options/Features from the Manufacturer: White preferred, but any color is acceptable, all trim models will be considered

List of Requested Options/Features from a Third Party (aftermarket): \_\_\_\_\_

List of **Required** Options/Features from the Manufacturer: Standard powertrain transmission, no sunroof

List of Required Options/Features from a Third Party (aftermarket): \_\_\_\_\_

Quantity: One (1)

Delivery Location (if applicable): 2121 County Drive, Columbia, MO 65202

**QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:**

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: OFF THE LOT

Brand: CHRYSLER

Model: VOYAGER LX

Vehicle Identification Number (VIN): 2C4RCLC62TR237628

Year: 2026

List of Requested Options/Features from the Manufacturer Proposed: 1

STATE 00000003SSL

List of Requested Options/Features from a Third Party (aftermarket) Proposed: SEE BUILD SHEET  
 List of Required Options/Features from the Manufacturer Proposed: —  
 List of Required Options/Features from a Third Party (aftermarket) Proposed: —  
 Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

**PRICING FOR VEHICLE: \*Please include the build sheet or copy of the window sticker**

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

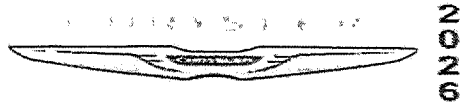
Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>40,108.</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>—</u>
Total Price	\$ <u>40,108.</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

**DELIVERY:**

If vendor should identify delivery in days after receipt of order: 10 calendar days ARO.

QVL CONTRACTOR'S INFORMATION	
QVL Contractor's Name:	<u>Corwin Motors of Springfield</u> / DBA: Corwin Corwin Dodge Jeep Ram
QVL Contractor's Address:	<u>3306 E. KERNY ST. SPRINGFIELD, MO 65803</u>
QVL Contractor's Point of Contact:	<u>STEVE FORRESTER.</u>
QVL Contractor's Point of Contact's Phone Number:	<u>417-350-5083</u>
QVL Contractor's Point of Contact's Email Address:	<u>SFORRESTER@CORWINAUTO.COM</u>
Signature of QVL Contractor's Point of Contact:	<u>[Signature]</u>



# VOYAGER LX

For more information visit: [www.chrysler.com](http://www.chrysler.com)  
or call 1-800-CHRYSLER

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$40,895**

**CHRYSLER VOYAGER LX**  
Exterior Color: Bright White Clear-Coat Exterior Paint  
Interior Color: Black / Black / Black Interior Colors  
Interior: Caprice Leatherette Bucket Seats  
Engine: 3.6L V6 24V VVT Engine with Stop/Start  
Transmission: 9-Speed Automatic Transmission  
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT):  
FUNCTIONAL/SAFETY FEATURES

- Advanced Multistage Front Air Bags
- Driver Inflatable Knee-Bolster Air Bag
- Passenger Inflatable Knee-Bolster Air Bag
- Supplemental Side-Curtain Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- LATCH-Ready Child-Seat Anchor System
- ParkView® Rear Back-Up Camera
- Electronic Stability Control
- Blind-Spot and Rear Cross-Pain Detection
- Lane-Departure Warning Plus
- Pedestrian Emergency Braking
- Full-Speed Forward-Collision Warning Plus
- Hill-Start Assist
- ParkSense® Rear Park-Assist with Stop
- Adaptive Cruise Control with Stop and Go
- Rear-Seat Reminder Alert
- Remote Star System
- Security Alarm
- 19-Gallon Fuel Tank

**INTERIOR FEATURES**

- Uconnect® 5 with 10 1-Inch Touch Screen Display
- Google Android Auto™
- Apple CarPlay®
- 2nd and 3rd-Row Slave 16 Co2 Seats with Easy-Tilt
- 3rd-Row Slave 16 Co2 60/40 Bench
- 8-Way Power Adjustable Driver Seat
- 2nd-Row In-Floor Storage Bins
- 2nd-Row Power Windows
- Steering-Wheel-Mounted Audio Controls
- Tilt / Telescope Steering Column
- Front Floor Mats
- 6 Speakers
- Simultaneous 3-Month Radio Sub Call 800-543-2112
- 4G LTE Wi-Fi® Hot Spot

Assembly Point/Partial Entry WINDSOR ONTARIO CANADA 51 0MP22 SOLD TO  
VIN: 2C4-RC1CG2TR-237626 14 NOV 1418 0129-3



THIS VEHICLE IS SUBJECT TO THE VEHICLE TITLE AND LICENSE LAWS OF THE STATE IN WHICH IT IS REGISTERED. THE LICENSE AND TITLE FEES AND DEALER SERVICE AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DEPOSIT IS NOT A REQUIREMENT FOR PURCHASE OF THIS VEHICLE. FINANCING IS AVAILABLE SEPARATELY.

PLEASE UNDERSTAND THAT ANY LICENSE AND TITLE FEES AND DEALER SERVICE AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DEPOSIT IS NOT A REQUIREMENT FOR PURCHASE OF THIS VEHICLE. FINANCING IS AVAILABLE SEPARATELY.

- Power Liftgate
- Power Sliding Doors
- Heated Front Seats
- Heated Steering Wheel
- Chrysler Connect (Connected Services) with Trail

**EXTERIOR FEATURES**

- 17-Inch x 7.0-Inch Aluminum Wheels
- 225/65R17 BSW All-Season Tires
- Rain-Sensitive Windshield Wipers
- Halogen Headlamps
- High-Beam Daytime Running Headlamps
- Exterior Mirrors with Heating Element
- Remote Proximity Keyless Entry for All Doors

OPTIONAL EQUIPMENT (May Replace Standard Equipment)  
Customer Preferred Package ZTE

Destination Charge **\$1,995**

TOTAL PRICE: \* **\$42,890**

**WARRANTY COVERAGE**

- 3-year or 60,000-mile Powertrain Limited Warranty
- 3-year or 35,000-mile Basic Limited Warranty
- Ask Dealer for a copy of the limited warranties or see your owner's manual for details

**5 YEAR / 60,000 MILE  
POWERTRAIN WARRANTY**

**EPA DOT Fuel Economy and Environment** Gasoline Vehicle

**Fuel Economy** These estimates reflect new EPA methods beginning with 2017 models.

**22** MPG combined city/hwy  
**19** MPG city  
**28** MPG highway

4.5 gallons per 100 miles

**You spend \$2,750** in fuel costs over 5 years compared to the average new vehicle.

---

**Annual fuel cost \$2,250**

**Fuel Economy & Greenhouse Gas Rating**

1 4 10 Best

This vehicle emits 401 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions. Learn more at [fuelconomy.gov](http://fuelconomy.gov)

**Smog Rating**

1 5 10 Best

---

**Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 23 MPG and costs \$2,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. 30MPG is miles per gasoline-gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.**

**fuelconomy.gov**  
Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score ★★★★★**  
Based on the combined ratings of front, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

---

<b>Frontal Crash</b>	<b>Driver Passenger</b>	<b>★★★★★</b>
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		<b>★★★★★</b>

---

<b>Side Crash</b>	<b>Front seat Rear seat</b>	<b>★★★★★</b>
Based on the risk of injury in a side impact.		<b>★★★★★</b>

---

**Rollover ★★★★★**  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**PARTS CONTENT INFORMATION**

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 69%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT:  
MEXICO: 21%  
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT:  
WINDSOR, ONTARIO, CANADA  
COUNTRY OF ORIGIN:  
ENGINE: UNITED STATES  
TRANSMISSION: UNITED STATES

---

**FlexCare**  
VEHICLE PROTECTION  
Ask for FlexCare Vehicle Protection. We Built It. We Back It.

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

RFPC30034902202374

**ATTACHMENT 6  
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

**Qualifying for the Domestic Products Preference:**

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

**Non-Domestic Product:**

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

**THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:**

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

**The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.**

**TABLE 1 -- ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)**

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

**TABLE 2 -- ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)**

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

**TABLES 3 THROUGH 6 -- ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)**

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

**TABLE 3 -- U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)**  
List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.  
List U.S. city and state where products proposed are manufactured or produced

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

**TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)**  
List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.  
List country where product proposed is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

RFPC30034902202374

**Attachment 6 continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

**TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.

Identify country where proposed foreign-made product is manufactured or produced.

Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.

Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.

NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation
1	WINDSOR, CANADA	USMCA	WWW.TRADEAGREEMENTS.COM

**TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)**

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.

Identify country where proposed foreign-made product is manufactured or produced

Identify sole US manufacturer name.

Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)

*[Handwritten Signature]*

COMPANY NAME

COMMERCIAL MOTORS OF SPRINGFIELD, DBA: COMMERCIAL MOTORSPORTS



## NOTICE OF CONTRACT AMENDMENT

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

<b>CONTRACT NUMBER</b> MC250182004	<b>CONTRACT TITLE</b> Statewide New Motor Vehicles Qualified Vendor's List
<b>AMENDMENT NUMBER</b> 01	<b>CONTRACT PERIOD</b> July 1, 2025 through June 30, 2026
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>MissouriBUYS PROACTIS/MOVERS SYSTEM ID</b> MB00128217/1004046
<b>CONTRACTOR NAME AND ADDRESS</b> Corwin Motors of Springfield 3306 East Kearney Street Springfield, MO 65803	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various State Agencies Located Throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b> Contract MC250182004 is hereby amended pursuant to the attached amendment #01, dated 09/22/2025.	
<b>BUYER</b> Kelsey Huwe	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:Kelsey.Huwe@oa.mo.gov">Kelsey.Huwe@oa.mo.gov</a> Phone: (573) 522-1308 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 9/25/25
<b>DIRECTOR OF PURCHASING</b> Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING  
CONTRACT AMENDMENT

AMENDMENT NO.: 01  
CONTRACT NO.: MC250182004  
TITLE: Statewide New Motor Vehicles Qualified Vendor's List  
ISSUE DATE: 09/22/2025

REQ NO.: N/A  
BUYER: Kelsey Huwe  
PHONE NO.: (573) 522-1308  
E-MAIL: [kelsey.huwe@oa.mo.gov](mailto:kelsey.huwe@oa.mo.gov)

TO: Corwin Motors of Springfield  
3306 East Kearney Street  
Springfield, MO 65803

RETURN AMENDMENT BY NO LATER THAN: 09/29/2025 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	<a href="mailto:allyson.daro@oa.mo.gov">allyson.daro@oa.mo.gov</a>
FAX TO:	(573) 526-9816

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

Various State Agencies  
Located Throughout the State of Missouri

SIGNATURE REQUIRED

VENDOR NAME <i>Corwin Motors of Springfield</i>		MissouriBUY'S SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) <i>MB00128217</i>	
MAILING ADDRESS <i>3306 EAST KEARNEY STREET</i>			
CITY, STATE, ZIP CODE <i>SPRINGFIELD, MO 65803</i>			
CONTACT PERSON <i>STEVE FORRESTER</i>		EMAIL ADDRESS <i>SFORRESTER@CORWINAUTO.COM</i>	
PHONE NUMBER <i>417-350-5083</i>		FAX NUMBER _____	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>9/22/2025</i>	
PRINTED NAME <i>STEVE FORRESTER</i>		TITLE <i>FLEET SALES MANAGER</i>	

Contract MC250182004

Page 2

**AMENDMENT #01 TO CONTRACT MC250182004**

**CONTRACT TITLE:** Statewide New Motor Vehicles Qualified Vendor's List

**CONTRACT PERIOD:** July 1, 2025 through June 30, 2026

The State of Missouri desires to amend the above-referenced contract, to revise paragraph 2.6.6 and Attachment 1, Price Quote Request Form, New Motor Vehicles.

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:
  - 2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor's *firm, fixed price, offered* in the contractor's PQF response.
2. Attachment 1, Price Quote Request Form, New Motor Vehicles is revised to remove the "Delivery Price to Location" identified in the QVL contractor's response to pricing for vehicle section:

**PRICING FOR VEHICLE:**

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
<b><i>DELETED</i></b>	<b><i>DELETED</i></b>
Total Price	\$ _____

All revisions are included in *bold italics*.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

**ATTACHMENT REVISED PER AMENDMENT 01****ATTACHMENT 1****Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

**TO BE COMPLETED BY THE STATE AGENCY**

State Agency Name: \_\_\_\_\_

State Agency's Address: \_\_\_\_\_

Point of Contact at State Agency: \_\_\_\_\_

State Agency Point of Contact's Phone Number: \_\_\_\_\_

State Agency Point of Contact's Email Address: \_\_\_\_\_

Return Price Quote Request Form to the Following Email Address: \_\_\_\_\_

Price Quote Request Form Issue Date: \_\_\_\_\_

Price Quote Request Form Return No Later Than Date: \_\_\_\_\_

**STATE AGENCY'S VEHICLE REQUIREMENTS:**

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: \_\_\_\_\_

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

List of Requested Options/Features from the Manufacturer: \_\_\_\_\_

List of Requested Options/Features from a Third Party (aftermarket): \_\_\_\_\_

List of Required Options/Features from the Manufacturer: \_\_\_\_\_

List of Required Options/Features from a Third Party (aftermarket): \_\_\_\_\_

Quantity: \_\_\_\_\_

Delivery Location (if applicable): \_\_\_\_\_

**QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:**

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: \_\_\_\_\_

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Year: \_\_\_\_\_

List of Requested Options/Features from the Manufacturer Proposed: \_\_\_\_\_  
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: \_\_\_\_\_  
 List of Required Options/Features from the Manufacturer Proposed: \_\_\_\_\_  
 List of Required Options/Features from a Third Party (aftermarket) Proposed: \_\_\_\_\_  
 Quantity Proposed: \_\_\_\_\_

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

**PRICING FOR VEHICLE:**

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

<b>TABLE REVISED PER AMENDMENT 01</b>	
<b>Line Item</b>	<b>Firm, Fixed Price</b>
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
<b>DELETED</b>	<b>DELETED</b>
Total Price	\$ _____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

**DELIVERY:**

If vendor should identify delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO.

**QVL CONTRACTOR'S INFORMATION**

QVL Contractor's Name: \_\_\_\_\_  
 QVL Contractor's Address: \_\_\_\_\_  
 QVL Contractor's Point of Contact: \_\_\_\_\_  
 QVL Contractor's Point of Contact's Phone Number: \_\_\_\_\_  
 QVL Contractor's Point of Contact's Email Address: \_\_\_\_\_  
 Signature of QVL Contractor's Point of Contact: \_\_\_\_\_



**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>**

<b>SOLICITATION NUMBER</b> STATE PURCHASE-FY25-0182-SL	<b>CONTRACT TITLE</b> Statewide New Motor Vehicles Qualified Vendor's List
<b>CONTRACT NUMBER</b> MC250182004	<b>CONTRACT PERIOD</b> July 1, 2025 through June 30, 2026
<b>REQUISITION/REQUEST NUMBER</b> N/A	<b>MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID</b> MB00128217/1004046
<b>CONTRACTOR NAME AND ADDRESS</b> Corwin Motors of Springfield 3306 East Kearney Street Springfield, MO 65803	<b>STATE AGENCY'S NAME AND ADDRESS</b> Various State Agencies Located Throughout the State of Missouri
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Corwin Motors of Springfield in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE PURCHASE-FY25-0182-SL is accepted in its entirety.	
<b>BUYER</b> Kelsey Huwe	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kelsey.huwe@oa.mo.gov">kelsey.huwe@oa.mo.gov</a> Phone: (573) 522-1308 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> <i>Kelsey Huwe</i>	<b>DATE</b> 4/25/25
<b>DIRECTOR OF PURCHASING</b> <i>Karen S. Boeger</i> Karen S. Boeger	

**State of Missouri**  
Office of Administration, Division of Purchasing



**Request for Proposal (RFP) for  
Statewide New Motor Vehicles Qualified Vendor's List**

<b>SOLICITATION NO.:</b>	<b>STATE PURCHASE-FY25-0182-SL</b>
<b>ISSUE DATE:</b>	<b>FEBRUARY 27, 2025</b>
<b>CONTRACT PERIOD:</b>	<b>DATE OF AWARD THROUGH ONE YEAR</b>
<b>REQUISITION NO.:</b>	<b>N/A</b>

**PROPOSAL DUE NO LATER THAN: MARCH 13, 2025 AT 2:00 PM CENTRAL TIME**

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuy.com.gov>.

E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

**RFP CONTACT INFORMATION:**

**BUYER:** Kelsey Huwe

**PHONE NO.:** (573) 522-1308

**EMAIL:** [kelsev.huwe@oa.mo.gov](mailto:kelsev.huwe@oa.mo.gov)

See "RFP Questions" in Section 1 for appropriate communications during the procurement process.

**DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:**

Various State Agencies  
Located Throughout the State of Missouri

**ATTENTION:**

1. After reviewing the Request for Proposal (RFP), the vendor must complete and return **Exhibit A, Proposal Signature Page and all other necessary exhibits.**
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the RFP's Vendor Response Exhibits, vendors are encouraged to **IMMEDIATELY** begin securing these verifications.
3. The vendor must be registered in MissouriBUYS, powered by MOVERS in a "**Prospective**" or "**Spend Authorized**" registration status to submit a proposal. The vendor must achieve "**Approved**" registration status in MissouriBUYS (WebProcure/Proactis) and "**Spend Authorized**" registration status in MissouriBUYS, powered by MOVERS to be considered for a contract award. Reference Section 5.

**RFP Organization:**

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the proposal)	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Motor Vehicle Categories
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	<b>BUSINESS COMPLIANCE EXHIBITS</b>	
	Exhibit G	State of Missouri Tax Compliance
	Exhibit H	Registration of Business Name with the Missouri Secretary of State
	Exhibit I	Anti-Discrimination Against Israel Act Certification
	Exhibit J	Employee/Conflict of Interest
	Exhibit K	Federal Funding Unique Identity ID
RFP Attachments (Separate Documents)	<b>Attachments (Do not return these documents with response)</b>	
	Attachment 1	Price Quote Request Form, New Motor Vehicles
	Attachment 2	Domestic Product Procurement Act (Buy American) Preference
	Attachment 3	Motor Vehicle Price Quote Request Form Award Record
	Attachment 4	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 5	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report
	Attachment 6	Federal Funds Requirements

**Separate Documents:** The vendor is advised that the separate documents to this document referenced above provide additional requirements, information, and/or instruction. The separate documents must be downloaded from the Division of Purchasing's MissouriBUYS, powered by MOVERS, website at: <https://missouribuys.mo.gov/>. The separate documents are downloadable from the same web page where the solicitation document is downloadable. It shall be the sole responsibility of the vendor to obtain each of the separate documents. The vendor shall not be relieved of any responsibility for performance under the subsequent contract due to the failure of the vendor to obtain a copy of the separate documents.

**1. INTRODUCTION AND BACKGROUND INFORMATION SECTION**

**1.1 Introduction:**

1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals to establish a supply channel for acquiring new motor vehicles off contractor’s lots and/or manufacturer designated fleet vehicles for various state agencies located throughout the state of Missouri (hereinafter referred to as agency). Acquisitions will be processed by means of establishing a Qualified Vendor List (QVL) of vehicle dealers and/or manufacturers to serve as a market supply channel to the State of Missouri in accordance with the requirements and provisions specified herein. For purposes of the contract, manufacturer designated fleet vehicles (hereinafter referred to as “fleet vehicles”) are defined as the vehicles purchased through the manufacturer’s fleet program.

a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the public Universities and the Judicial and Legislative branches of the State of Missouri.

1.1.2 Vendors are advised that agencies will only be purchasing from a dealer’s lot or from a vendor’s list of inventory, defined as any variation of a requested vehicle’s brand/model which has been manufactured by Chevrolet, Ford, Dodge, Chrysler, Jeep, or Ram which meets the requirements and provisions specified herein and within the agency’s Price Quote Form.

1.1.3 The purpose of this QVL is to enable a more seamless procurement process, foster competition, and promote a reasonable delivery of new motor vehicles regardless of market volatility, with consideration to a dealer’s ability to locate available motor vehicles on short notice and the inability to hold pricing for a substantial amount of time.

1.1.4 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor’s compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The state reserves the right to issue subsequent solicitations for the same or similar supplies.

1.1.5 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

**1.2 Background and Historical Usage Information:**

1.2.1 For information purposes, the dollar amounts encumbered under the current contracts for fiscal years 2024 and 2025, to date, are listed below:

Contract Number	FY 2024	FY 2025 (To Date)
CC240138001	\$79,050.00	\$91,222.00
CC240138002	\$953,285.84	\$50,627.00
CC240138003	\$563,398.00	\$1,953,196.00
CC240138004	\$151,190.00	\$0.00
CC240138005	\$3,441,943.00	\$789,439.00
CC240138006	\$130,446.00	\$0.00
CC240138007	\$354,779.00	\$174,984.00
CC240138008	\$8,348,793.00	\$1,971,946.00
CC240138009	\$683,128.00	\$2,463,799.00
CC240138010	\$334,170.85	\$546,143.00
CC240138011	\$77,054.00	\$0.00
CC240753001	\$270,559.00	\$61,175.00

Contract Number	FY 2024	FY 2025 (To Date)
CC240753002	\$0.00	\$0.00
CC240753003	\$324,080.00	\$0.00
CC241440001	\$0.00	\$0.00
CC241440002	\$2,213.79	\$0.00
MC250061001	\$0.00	\$0.00
MC250061002	\$0.00	\$0.00
MC250061003	\$0.00	\$0.00

**1.3 Current Contract Information:**

1.3.1 Current contracts exist for the products being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oe.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of the contracts may also be viewed and printed from the Division of Purchasing’s Awarded Bid & Contract Document Search System. Please reference the bid numbers RFPC30034902400138, RFPC30034902400753, RFPC30034902401440, and STATE PURCHASE-FY25-0061-SL or the contract numbers CC240138001-011, CC240753001-003, CC241440001-002, and MC250061001-003 when searching for these documents.

1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links:

<https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>.

Then search by the contract numbers shown above when searching for the financial information.

**1.4 RFP Questions:**

1.4.1 Buyer is Single Point of Contact for Solicitation: Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.

a. Except as noted herein, vendors and their agents are instructed not to contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 Code of State Regulation (CSR) 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.

1.4.2 Vendor is Responsible for Asking Questions About the RFP: It is the vendor’s responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor’s ability to submit a proposal.

1.4.3 Vendor Question Deadline: Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.

- 1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.
- 1.5 **Amendments:**
- 1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.
- 1.6 **Glossary of Terms and Acronyms:**
- 1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
  - b. **Amendment** means a written, official modification to a solicitation or contract.
  - c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
  - d. **Buyer** means the procurement staff member of Purchasing.
  - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
  - f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
  - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
  - h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
  - i. **May** means that a certain feature, component, or action is permissible, but not required.
  - j. **Must** means that a certain feature, component, or action is a mandatory condition.
  - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
  - l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
  - m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
  - n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
  - o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
  - p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and

Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.

- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

1.6.3 State Agency Acronyms: For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

- a. **AG** Missouri Attorney General
- b. **DCI** Missouri Department of Commerce and Insurance
- c. **DED** Missouri Department of Economic Development
- d. **DESE** Missouri Department of Elementary and Secondary Education
- e. **DHEWD** Missouri Department of Higher Education and Workforce Development
- f. **DHSS** Missouri Department of Health and Senior Services
- g. **DMH** Missouri Department of Mental Health
- h. **DNR** Missouri Department of Natural Resources
- i. **DOC** Missouri Department of Corrections
- j. **DOLIR** Missouri Department of Labor and Industrial Relations
- k. **DOR** Missouri Department of Revenue
- l. **DPS** Missouri Department of Public Safety
- m. **DSS** Missouri Department of Social Services
- n. **GA** General Assembly: Missouri House of Representatives and the Missouri Senate
- o. **GO** Missouri Governor's Office
- p. **ITSD** Missouri OA Information Technology Services Division
- q. **JUD** Missouri Judiciary
- r. **LTGO** Missouri Lieutenant Governor's Office
- s. **MDA** Missouri Department of Agriculture
- t. **MDC** Missouri Department of Conservation
- u. **MoDOT** Missouri Department of Transportation
- v. **MSPD** Missouri State Public Defender
- w. **OA** Missouri Office of Administration
- x. **SAO** Missouri State Auditor's Office
- y. **SOS** Missouri Secretary of State
- z. **STO** Missouri State Treasurer's Office

## 1.7 Accuracy of Background Information:

1.7.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

\*\*\*\*END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION\*\*\*\*

## 2. SCOPE OF WORK SECTION

### 2.1 General Requirements:

- 2.1.1 The contractor must supply new motor vehicles off the QVL contractor's lot and/or manufacturer designated fleet vehicles, based on the award that has been approved by the Division of Purchasing's Notice of Contract Award to STATE PURCHASE-FY25-0182-SL or by a properly executed contract amendment, subsequently issued by the Division of Purchasing.
- a. For purposes of this document, a new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, regardless of the model year of the vehicle.
  - b. For purposes of this document, a new fleet motor vehicle shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, and of the current model year of the vehicle.
- 2.1.2 **Mandatory Use of Contract:** The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall understand and agree that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 2.1.3 **Cooperative Procurement Program:** The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.
- 2.1.4 **Other Agencies May Order:** The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).
- 2.1.5 **Contractor's Obligation:** Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the new vehicles required herein.
- ### 2.2 Single Point of Contact and Responsibility:
- 2.2.1 The contractor shall be the single point of contact for the state agency or public entity and shall be responsible for the contract, regardless of any subcontract arrangements, including all contract use issues, which may consist of the following:
- a. Ordering;
  - b. Invoicing;
  - c. Delivery;
  - d. Titling; and
  - e. Payment.

- 2.2.2 As the single point of contact, the contractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the contractor provide a back-up representative as well. The contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The contractor's customer service representative must be available to the State of Missouri during the contractor's regular operating hours. The contractor's customer service representative(s) shall be available to the state agencies by phone, fax, or email.
- a. The contractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.
- 2.3 **Corporate Average Fuel Economy Standard Requirements:**
- 2.3.1 The contractor shall only provide motor vehicles, or variations thereof, which meet the federal government's Corporate Average Fuel Economy (CAFE) standard, as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of motor vehicles stated in STATE PURCHASE-FY25-0182-SL.
- 2.4 **Warranty Requirements:**
- 2.4.1 The contractor shall understand and agree that the Manufacturer's Standard Factory Warranty shall apply to all motor vehicles and a properly executed warranty must be delivered with a purchased motor vehicle. The contractor shall further understand and agree that the warranty shall not become effective until the motor vehicle is delivered to and accepted by the state agency.
- 2.4.2 All warranty service must be performed in Missouri.
- 2.5 **Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirements:**
- 2.5.1 The contractor shall be responsible for accessing potential recall notices from NHTSA, as well as any manufacturer-initiated customer service actions, prior to delivering a purchased motor vehicle(s) to the state agency. If a recall or customer service action is found for a purchased motor vehicle being delivered to the state agency, the contractor should, to the best ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the state agency of the "open" recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.
- 2.6 **Price Quote Form Requirements:**
- 2.6.1 Throughout the contract period as a state agency has a need for an off the lot or fleet vehicle, the state agency will contact all contractors who were awarded the requested motor vehicle category to obtain firm, fixed price quotes in response to Attachment 1, Price Quote Request Form, New Vehicles (hereinafter referred to as the PQF). The state agency's quote request will include the specifications and the quantity of motor vehicles required. The state agency's quote request will also indicate if the state agency desires or requires any additional options or non-standard features (upgrades) to be included with the motor vehicle.
- 2.6.2 The contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes, purchase orders placed, and products received under the contract.
- 2.6.3 The contractor(s) who were awarded the specific motor vehicle category and purchase type (fleet or off the lot) will be contacted by a state agency via email and presented with the PQF. The contractor shall complete and return the PQF by the specified deadline in order for the contractor's quoted firm, fixed price to be considered. The contractor should include a copy of the specification sheet for the motor vehicle proposed with the contractor's response to the PQF. If awarded the price quote, the contractor's firm, fixed price

quoted for the specific purchase shall be contractually binding on the contractor for that specific order placement and fulfillment.

- a. Pricing: The contractor(s) shall price the specific motor vehicle based on the requested quantity, the mandatory specifications provided by the state agency, including any additional options or features requested or required to be provided with the motor vehicle in the PQF.
  - 1) State agencies may request additional options or features to be added to the motor vehicle being purchased from the contractor and any options or features desired beyond the standard model specifications will be identified by the state agency at the time of PQF issuance. In the case that multiple versions of the same option or feature are proposed as a separate price in addition to the motor vehicle price, the highest price for the options and features proposed shall be used for the cost evaluation purposes to determine the maximum liability to the state.
  - 2) If additional options and features are already installed on the motor vehicle, then the contractor shall price the motor vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features.
  - 3) If the PQF requests or requires options and features that are not currently installed on the motor vehicle proposed by the contractor, then the contractor must price those options and features separately, to ensure that the motor vehicle proposed meets the requirements identified in the PQF.
  - 4) Off the Lot Purchases – If a contractor has a motor vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the motor vehicle also includes additional options not requested by the state agency, then the contractor should provide a PQF response that specifies the additional options already installed on the motor vehicle that the state agency did not request.
  - 5) Fleet Purchases Only – The contractor must provide the specific motor vehicle requested in the PQF, including all specified additional options identified in the PQF, unless the contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the PQF request.
  - 6) If the contractor is unable to provide all motor vehicles and quantities identified in a PQF, the contractor should respond to the PQF with the vehicles and quantities the contractor is capable of providing that meet the requirements of the PQF (e.g. if the PQF requests three (3) mid-size 4-door sedans that use regular unleaded fuel, but the contractor only has one (1) vehicle that meets the requirements on the contractor's lot, the contractor may respond to the PQF with the one (1) vehicle available).
  - 7) The contractor may respond to the PQF with multiple responses if the contractor is capable of meeting the requirements of the PQF with different motor vehicles or combination of motor vehicles available on the contractor's lot or fleet availability.
  - 8) Shipping from a dealer or manufacturer outside of Missouri to a contractor's location, in order for the contractor to satisfy the completed PQF, shall be the responsibility of the contractor and shall take place at the pricing submitted on the PQF.
  - 9) All pricing shall include all shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping beyond the pricing submitted on the PQF.

10) The state agency 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.

b. Domestic Products Procurement Act: In accordance with the Buy American Act, the contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the contractor(s) complete and return Attachment 2, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance at the time of each price quote request, which must be thoroughly completed and returned with the completed PQF for each price quote request.

2.6.4 In the event a contractor cannot provide the motor vehicle requested by the state agency, the contractor should return the PQF to the state agency indicating a "No Bid" response.

2.6.5 The contractor(s) shall understand and agree that each price quote response submitted shall be considered an open record after the PQF has been awarded, unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The contractor(s) should **NOT** include confidential material with the contractor's PQF response.

2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor's PQF response.

## 2.7 Price Quote Form Evaluation:

2.7.1 State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the contractors that submitted a response to a PQF. Contractors shall not face consequences for selling an off the lot motor vehicle to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs.

2.7.2 The PQF shall be awarded to the lowest and best contractor defined herein as the specification-compliant contractor who scores the highest number of evaluation points considering the following:

- a. The specifications and contents included on Attachment 1, Price Quote Form and Attachment 3, Motor Vehicle Price Quote Request Form (PQF) Award Record;
- b. Cost, including the Missouri Domestic Products Procurement Act preference;
- c. Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the contractor's awarded proposal; and
- d. As applicable, when alternative fuel motor vehicles are solicited, a life cycle cost evaluation based on the requirements stated in Chapter 414.415 RSMo has been performed, as required herein.

2.7.3 The contractor shall understand and agree that PQF evaluations, conducted by the Missouri State Highway Patrol (MSHP) may include the following exceptions:

- a. At the discretion of MSHP, the evaluation of PQF responses may give consideration to security requirements or patrol vehicle necessities over the evaluation of cost.
- b. Such consideration shall be clearly documented in the evaluation prior to awarding a purchase order and made public to all contractors who responded to the PQF.

2.7.4 Evaluation of Cost – The state agency shall determine the lowest priced contractor by performing a cost evaluation in the following manner:

- 1) The firm, fixed total motor vehicle price submitted for the motor vehicle(s) specified on the PQF shall be multiplied by the respective requested quantity stated in the PQF to determine the total extended

price. The firm, fixed total motor vehicle price used for cost evaluation purposes shall include the motor vehicle base price, all options and features proposed (regardless of whether the options or features have already installed on the motor vehicle or would be installed after PQF award) and the delivery price. The total extended price for the motor vehicle shall then be combined with any application of the Domestic Product Act (Buy American) Preference as detailed below.

a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- Contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over contractors whose products do not qualify.
- The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- If the lowest priced contractor qualifies as American-made or in the event all of the contractors or none of the contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced contractor does not qualify for the Buy American Preference but other contractors do qualify, then the lowest contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- If any products offered are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details with the PQF.

2) Upon determination of each contractor's total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive QVL Contractor's Price}}{\text{Compared QVL Contractor's Price}} \times \begin{matrix} \text{Maximum Cost} \\ \text{Points} \\ \text{(200 points)} \end{matrix} = \begin{matrix} \text{Assigned Cost} \\ \text{points} \end{matrix}$$

3) For those contractors awarded bonus preference points (for an Organization for the Blind/Sheltered Workshop and/or a qualified Service-Disabled Veteran Enterprise) during the evaluation of STATE PURCHASE-FY25-0182-SL, such bonus preference points shall be added to the contractor's cost evaluation points. The contractor that meets or exceeds the state agency's minimum requirements with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best contractor. The lowest and best contractor will be awarded the purchase requested on the PQF.

4) In the event all PQF responses fail to meet the state agency's needs, the state agency may reject all PQF responses and cancel the request for price quote.

5) The state agency reserves the right to award one, some, or all of the motor vehicles in a PQF to one contractor. In the event a state agency decides to award to multiple contractors, the above cost evaluation will be conducted per motor vehicle to determine the lowest and best contractor for each motor vehicle.

6) In addition to the cost evaluation language identified above, in accordance with Chapter 414.415 RSMo, a life cycle cost evaluation will be conducted by the state agency for fleet vehicles when alternative fuel vehicles are offered. The evaluation of cost shall be completed as a life cycle cost

analysis based on the quoted firm, fixed vehicle base price, included in the response to the PQF, using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

$$LCC = UP + \frac{(LV \times GC)}{MPG}$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed

LV = Life of vehicle is 120,000 miles

GC = Gasoline cost per gallon for this PQF response will be the current average price for Mid-Missouri on the due date of the PQF

MPG = Miles per gallon, combined city/highway mileage as stated by the vendor for each model

NOTE: If there is an inconsistency between the contractor's responses for the combined city/highway mileage, the state agency shall contact the manufacturer representative for all models quoted for that line item to verify the information. If the combined city/highway mileage is not provided by the contractor for the model proposed, the state agency reserves the right to use the EPA combined city/highway mileage as state at [www.fueleconomy.gov](http://www.fueleconomy.gov) when determining the life cycle cost per model. If the combined city/highway mileage is not available at [www.fueleconomy.gov](http://www.fueleconomy.gov), the state agency reserves the right to contact the manufacturer to receive the combined city/highway mileage.

- 2.7.5 The state agency will document the state agency's evaluation justification regarding the state agency's award determination of the "lowest and best" PQF response(s) at the time the quote is awarded.
- 2.7.6 The state agency will provide all responding contractors of the results of the awarded PQF, by providing a copy of the completed Attachment 3, Motor Vehicle Price Quote Request Form Award Record. The contractor shall understand and agree that the state agency's acceptance of the awarded PQF, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.
- 2.8 Purchase Order Requirements:**
- 2.8.1 Prior to making a new motor vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to the State Fleet Manager at [FleetManagement@oa.mo.gov](mailto:FleetManagement@oa.mo.gov). The vehicle pre-approval form can be found at: <https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>.
- 2.8.2 The state agency shall purchase the products specified in the awarded PQF from the awarded contractor (as determined herein). The contractor will not be held to the requirements identified below if the state agency fails to award the PQF within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs, as required herein.
- a. If the contractor cannot provide the awarded products in the PQF, the contractor may be considered in breach of contract and subject to the remedies specified herein.
  - b. The state agency shall document each instance of the contractor's inability to provide the awarded products as required. If the contractor continually or consistently is unable to provide the awarded products as required, the Division of Purchasing may elect to cancel the applicable contractor's contract.

- c. If the contractor who was awarded a PQF cannot fulfill the award, then, with prior approval of the Division of Purchasing, the state agency reserves the right to use the next highest scoring contractor (as determined herein).

2.8.3 Contractors shall make every attempt to process a purchase order within forty-eight (48) hours of receipt. With the volatility of the market and the short turnaround time of order bank availability, it is imperative that the awarded contractor process orders in a timely manner.

## 2.9 Order Documentation Requirements:

2.9.1 At no cost to the State of Missouri, and upon request of the state agency, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each motor vehicle.

## 2.10 Financial Responsibility Requirements:

2.10.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in motor vehicles that the State of Missouri purchases, until such time as the dealership receives payment in full for those motor vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

## 2.11 Performance/Product Requirements:

2.11.1 Estimated Quantities: The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.11.2 Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

2.11.3 Delivery Requirements: The contractor's delivery for all motor vehicles shall be due, as indicated by the state agency on the PQF or as stated in the contractor's response to a PQF, whichever the state agency requests and approves. Failure by the contractor to deliver according to the specified requirements may result in contract cancellation and suspension from future vendor's list, unless the delivery issues are attributed to the manufacturer being unable to fulfill fleet vehicle purchase orders due to time and/or supply constraints.

- a. The contractor and/or the contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order for the motor vehicle(s) the contractor is awarded. The contractor's delivery shall include unloading shipments at the state agency's location or other designated unloading site as requested by the state agency. The contractor's orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.
- b. The contractor shall not attempt to make delivery to any state agency on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
- c. The contractor shall deliver all motor vehicles with the proper documentation to apply for Missouri title and license, including the Manufacturer's State of Origin and invoice.
- d. The contractor shall deliver all motor vehicles with an owner's manual.

- e. The contractor's deliveries must be coordinated with the state agency. The contractor must call the state agency 24 hours prior to making an appointment for a delivery.
- f. In the event the contractor fails to deliver a motor vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar motor vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- g. Within forty-eight (48) hours of delivery, the state agency shall fully inspect the motor vehicle's interior and exterior, including any options required on the motor vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to a delivered motor vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the motor vehicle as acceptable. State agencies are advised to ensure the proper measures are taken as it relates to insuring motor vehicles, beyond the forty-eight (48) hour acceptance timeframe.
- h. The contractor shall ensure that all motor vehicles are delivered clean, lubricated, serviced and ready for immediate service, which shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the motor vehicle. The window sticker may be left in the "glove box" or included with other documentation.

#### 2.12 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.12.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all motor vehicles provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.12.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.12.3 Payments shall be made using one of the following acceptable payment methods:
  - a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
  - b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 2.12.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**2.13 Missouri Statewide Contract Quarterly Administrative Fee Report:**

2.13.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

2.13.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.13.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 4**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- a. Mail: Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

- Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- b. Fax: (573) 526-9815
- c. Email: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

2.13.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**2.14 Missouri Statewide Contract Quarterly Usage Report:**

2.14.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

<b>Data Element</b>	<b>Description</b>
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 5** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

## 2.15 Financial Records and Document Retention:

- 2.15.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.15.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

- a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
- b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

## 2.16 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.16.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees 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>.
- 2.16.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.
  - a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.
  - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
  - c. Each contractor invoice must include the invoice number, which shall 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 RFP.
  - d. 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 should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
  - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.16.3 Payment: Payments are due upon receipt of a valid invoice, payable in 30 calendar days. 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.
  - a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
  - b. 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.
- 2.16.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. 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 upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
  - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
  - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 2.16.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.16.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.16.7 The total payments to the contractor for all vehicles shall not exceed the prices provided in the contractor's PQF response to the agency.
- 2.16.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

**\*\*\*END OF SCOPE OF WORK SECTION\*\*\***

**STATE PURCHASE-FY25-0182-SL****3. TERMS AND CONDITIONS SECTION****3.1 Applicable Laws and Regulations:**

3.1.1 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 Purchasing.

**3.2 Non-Discrimination and Affirmative Action:**

3.2.1 The contractor must comply with applicable federal and state laws and regulations addressing discrimination in employment.

**3.3 Americans with Disabilities Act:**

3.3.1 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), ADA is 42 U.S.C. section 1201, et seq.

**3.4 Anti-Discrimination Against Israel Act Contractor Requirements:**

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit I, Anti-Discrimination Against Israel Act Certification**.

**3.5 Business Registration:**

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. 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. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

**3.6 Data Breach:**

3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

**3.7 Elected or Appointed Officials and Employees:**

3.7.1 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.

**3.8 Indemnification:**

3.8.1 Unless expressly provided by Missouri law to the contrary, 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.

**3.9 Legal Proceedings:**

3.9.1 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 RFP or 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.

3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

3.9.3 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.

**3.10 Negotiations:**

3.10.1 The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo, 1 CSR 40-1.050 and as stated in this RFP.

**3.11 Federal Funds Requirements:**

3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 6** or other requirements identified by the federal government.

**3.12 Invoicing and Payment:**

3.12.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

**3.13 Non-Appropriation of Funds:**

3.13.1 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, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

**3.14 Open Records:**

3.14.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

**STATE PURCHASE-FY25-0182-SL****3.15 Prison Rape Elimination Act (PREA) Requirements:**

- 3.15.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.15.3 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.15.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.15.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.15.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.15.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

**3.16 Protests:**

- 3.16.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

**3.17 Record Access:**

- 3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

**3.18 State Preferences:**

3.18.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:

- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
- c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
- d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

**3.19 Taxes:**

3.19.1 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. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

**\*\*\*\*\*END OF TERMS AND CONDITIONS SECTION\*\*\*\*\***

**STATE PURCHASE-FY25-0182-SL****4. GENERAL CONTRACTUAL REQUIREMENTS SECTION****4.1 Contract Definition:**

4.1.1 A binding contract shall consist of the following documents:

- a. The most current version of the RFP (including all Exhibits and Attachments included in the RFP) as amended by: RFP amendment(s) issued prior to bid closing, Best and Final Offer (BAFO) requests, and contract amendment(s);
- b. The most current version of the contractor's proposal, including the contractor's BAFO responses, state-requested clarification responses, and contract amendment responses; and
- c. The Division of Purchasing's acceptance of the proposal by "notice of award".

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

4.1.3 The vendor's response, whether responding to a mandatory requirement or a desired attribute, will be binding upon the contractor in the event the vendor's response is accepted by the state and a contract is awarded.

4.1.4 The contractor further agrees that the language of the RFP shall govern in the event of a conflict with the contractor's proposal.

4.1.5 The contractor shall agree to furnish all awarded vehicles specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of vehicles or a directive to proceed with services. Before providing vehicles for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

**4.2 Contract Amendment:**

4.2.1 All changes to the contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

**4.3 Contract Period:**

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.2 Renewal Option(s): The Division of Purchasing shall have the right, at its sole option, to renew the contract for two additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

**4.4 Contract Pricing:**

4.4.1 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, liquidated damages, attorney fees, etc.

**4.5 Termination for Convenience:**

4.5.1 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 thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**4.6 Cancellation for Breach of Contract:**

4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

4.6.4 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 or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

**4.7 Contract Assignment:**

4.7.1 Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**4.8 Contractor Liability:**

4.8.1 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. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. 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.
- c. 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.

#### 4.9 **Insurance:**

4.9.1 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

#### 4.10 **Contractor Status:**

4.10.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

#### 4.11 **Subcontractors:**

4.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

4.11.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.11.3 The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

#### 4.12 **Participation by Other Organizations:**

4.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

**STATE PURCHASE-FY25-0182-SL**

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the contract's expiration date, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.ia.mo.gov/vendor-information> or another affidavit providing the same information.

**4.13 Coordination:**

- 4.13.1 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.

**4.14 Property of State:**

- 4.14.1 All documents furnished by the contractor, in relation to any motor vehicle, pursuant to the terms of the contract, shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

**4.15 Force Majeure:**

- 4.15.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

**STATE PURCHASE-FY25-0182-SL****4.16 Actions, Suits, or Proceedings:**

- 4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.16.2 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 of Missouri, Division of Purchasing immediately.

**4.17 Warranties and Representations:**

- 4.17.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
  - b. Be fit and sufficient for the purpose expressed in the RFP,
  - c. For any goods provided, be merchantable,
  - d. Be of good materials and workmanship, and
  - e. Be reasonably free from defect.
- 4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**4.18 Conflict of Interest:**

- 4.18.1 The contractor agrees that during the term of the contract neither the contractor nor any of its employees or subcontractors shall acquire any other contractual relationships which create any actual or perceived conflict of interest.

**4.19 Remedies and Rights:**

- 4.19.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- 4.19.2 The contractor understands and agrees 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.
- 4.19.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

**4.20 Communications and Notices:**

- 4.20.1 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.

**4.21 Survivability of Terms:**

- 4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue,

remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

**\*\*\*END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION\*\*\***

## STATE PURCHASE-FY25-0182-SL

**5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION****5.1 Proposal Submission Overview:**

- 5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
- 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
- 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an amendment to the RFP prior to the end date and time to identify needed information.
- 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required, if required.
- 5.1.5 By submitting a proposal, the vendor agrees to furnish the vehicles specified by the agencies, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.1.6 Proposals shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal and BAFO submission, if applicable, shall be firm for the specified contract period.
- 5.1.7 All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 5.1.8 The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.

**5.2 Preparation of Proposals:**

- 5.2.1 **Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
- a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.
  - b. In order for the vendor to be considered for the Statewide New Motor Vehicle QVL, the vendor must complete **Exhibit C, Motor Vehicle Categories** to identify the proposed category(ies) the vendor selects to provide.
  - c. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

**STATE PURCHASE-FY25-0182-SL**

- 5.2.3 Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.
- 5.2.4 Proposal Page Numbering: The proposal should be page numbered.
- 5.2.5 Proposal Font: The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.
- 5.2.6 Embedded Files, Hyperlinks, and Video Clips: The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.7 Completeness of Proposal: It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.
- 5.3 **Compliance with Requirements, Terms and Conditions:**
- 5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeror whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.
- 5.3.4 If the vendor's response includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
- a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).
  - b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP **prior** to the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.
- 5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further

**STATE PURCHASE-FY25-0182-SL**

clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

5.3.6 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Division of Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Division of Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.

**5.4 Confidentiality and Proprietary Materials:**

5.4.1 Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.

5.4.2 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.4.3 Proposal Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, **vendors should NOT include confidential material with their proposal.**

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references; and
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

**5.5 Foreign Vendors:**

5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a

completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

- b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

## 5.6 Online Submission of Solicitation Response:

- 5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a "Prospective" or "Spend Authorized" registration status. The vendor must achieve "Approved" registration status in MissouriBUYS (WebProcure/Proactis) and "Spend Authorized" registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri's web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.
- 5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.
  - a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required documentation. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
  - b. The exhibits, forms, and the Motor Vehicle Categories provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor's response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
    - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
  - c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
- 5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a

**STATE PURCHASE-FY25-0182-SL**

response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- 5.6.4 If a registered vendor submits multiple responses in MissouriBUYS, powered by MOVERS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.6.5 To ensure software compatibility with the MissouriBUYS, powered by MOVERS, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. The vendor should use the Microsoft Edge web browser when submitting their proposal response in MissouriBUYS, powered by MOVERS. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
- a. If vendor technical assistance is needed when submitting a proposal response, contact [solicitations@oa.mo.gov](mailto:solicitations@oa.mo.gov).
- 5.6.6 Proposals may be modified on-line in MissouriBUYS, powered by MOVERS prior to the official end date and time. Other methods to request to modify a proposal prior to the official end date and time shall not be honored.
- 5.6.7 To retract a proposal on-line in MissouriBUYS, powered by MOVERS, please see the Revise and Retract Supplier Response Online Reference Guide found at: <https://missouribuys.mo.gov/media/pdf/revise-and-retract-supplier-response-movers>.
- 5.6.8 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- 5.6.9 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS, powered by MOVERS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- 5.6.10 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS, powered by MOVERS Bid Board, <https://missouribuys.mo.gov/bid-board>, to obtain a copy of the RFP amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an amendment being issued should receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.
- 5.7 **Proposal Opening:**
- 5.7.1 Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS, powered by MOVERS System. The contents of the responses shall not be disclosed at this time.

- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.
- 5.8 **Evaluation Process:**
- 5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).
- 5.8.2 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
  - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
  - c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
  - d. The Division of Purchasing reserves the right to reject any and all proposals.
  - e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.3 **Business Compliance Requirements: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
  - b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority

be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

- c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - 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.
- d. **Business Compliance Exhibit J, Employee/Conflict of Interest.**
- e. **Business Compliance Exhibit K, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID.**
- f. **General 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 amendment 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. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. 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:
  - 1) Taxes (e.g., city/county/state/federal)
  - 2) State and local certifications (e.g., professions/occupations/activities)
  - 3) Licenses and permits (e.g., city/county license, sales permits)
  - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8.4 **Competitive Negotiation of Proposals:** The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
- b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)
- c. Negotiations may be conducted in person, in writing, or by telephone.
- d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

- e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
- f. The vendor's methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
- h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
- i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

5.8.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

5.8.7 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.8.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

- a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:
 
$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.
- d. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
- e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.

- 5.8.9 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation. If the solicitation does not include the completed **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified

as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

**5.9 Award Determination:**

- 5.9.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 5.9.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.
- 5.9.3 Determination of Awards: In order to ensure adequate vehicle supply availability throughout the state agency locations and to meet the potentially high demand for vehicles, the State of Missouri anticipates awarding contracts to all vendors determined to be responsive to the requirements of the RFP. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.
- 5.9.4 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.9.5 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
  - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

**\*\*\*\*END OF VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION\*\*\*\***

## EXHIBIT A PROPOSAL SIGNATURE PAGE



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)

### STATE PURCHASE-FY25-0182-SL STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:		CORWIN MOTORS OF SPRINGFIELD	
MissouriBUYS Supplier Number:		128217	
Point of Contact:		STEVE FORRESTER	
Phone Number:	417-350-5083	Email Address:	SFORRESTER@CORWINAUTO.COM
Mailing Address:		3306 EAST KEARNEY	
City/State/Zip:		SPRINGFIELD, MO 65803	
Vendor Tax Filing Type with IRS (check one):		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
What date did the vendor's organization begin operation?		Date: / / MM/DD/YYYY	

*I am authorized to submit a proposal to the State of Missouri in response to the RFP on behalf of my organization, to provide the products and/or services at the prices submitted. The information provided as my organization's response is true and accurate. The vendor agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri, as defined in section 4.1. By signing below, the vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP and any previously issued RFP amendments.*

Authorized Signature	Date
	3/12/2025
Printed Name	Title
STEVE FORRESTER	FLEET SALES MANAGER

**EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST**

The following table is provided to assist the vendor in completing their proposal. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their proposal, including all exhibits, are properly completed and submitted with their proposal. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign <b>Exhibit A, Proposal Signature Page.</b>	<input checked="" type="checkbox"/>
2.	Complete all information required on <b>Exhibit C, Motor Vehicle Categories.</b>	<input checked="" type="checkbox"/>
3.	Complete <b>Exhibit D, Participation Commitment</b> for any Organization for the Blind/Sheltered Workshop proposed.	<input type="checkbox"/>
4.	Complete <b>Exhibit E, Documentation of Intent to Participate</b> , identifying each Organization for the Blind/Sheltered Workshop, proposed.	<input type="checkbox"/>
5.	Complete <b>Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference</b> , if applicable.	<input type="checkbox"/>
6.	Complete <b>Business Compliance Exhibit G, State of Missouri Tax Compliance</b> and attach "Vendor No Tax Due" certificate.	<input checked="" type="checkbox"/>
7.	Complete <b>Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State.</b>	<input checked="" type="checkbox"/>
8.	Complete and sign <b>Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification.</b>	<input checked="" type="checkbox"/>
9.	Complete <b>Business Compliance Exhibit J, Employee/Conflict of Interest.</b>	<input checked="" type="checkbox"/>
10.	Complete <b>Business Compliance Exhibit K, Federal Funding Unique Identity ID.</b>	<input type="checkbox"/>
11.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the RFP).	<input type="checkbox"/>

**REMINDER:** vendors do not need to return RFP Sections 1 through 5 or the RFP attachments, if any, with their proposal response.

**EXHIBIT C, MOTOR VEHICLE CATEGORIES**

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (✓) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles	✓	✓
Light Duty Trucks	✓	✓
Medium Duty Trucks	✓	✓
Work Vans	✓	✓
Cargo Vans	✓	✓
Patrol Vehicles	✓	✓

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	<ul style="list-style-type: none"> <li>• Mid-Size; 4-Door Sedan; Regular Unleaded Fuel</li> <li>• Full-Size; 4-Door Sedan; Regular Unleaded Fuel</li> <li>• Compact; 4-Door; Electric</li> <li>• Compact; Crossover; Regular Unleaded Fuel</li> <li>• Small Sport Utility Vehicle; 4x4; Hybrid</li> <li>• Small Sport Utility Vehicle; 4x4</li> <li>• Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel</li> <li>• Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel</li> <li>• Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid</li> <li>• Small/Mid-Size Crossover Vehicle; AWD</li> <li>• Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder</li> <li>• Seven (7) Passenger, Mini-Van; Alternative Fuel</li> <li>• Seven (7) Passenger, Mini-Van; Regular Fuel</li> <li>• Twelve (12) Passenger Full-Size Van</li> <li>• Fifteen (15) Passenger Full-Size Van</li> <li>• Fifteen (15) Passenger Full-Size Van, DRW</li> <li>• Full Size Sport Utility Vehicle; 4x4, Regular Fuel</li> <li>• Small Sport Utility Vehicle; Plug-In Hybrid</li> <li>• Electric Sport Utility Vehicle</li> </ul>
Light Duty Trucks	<ul style="list-style-type: none"> <li>• Small/Mid-Size Truck; 4x2; Extended Cab</li> <li>• Small/Mid-Size Truck; 4x4; Extended Cab</li> <li>• Half Ton Truck; 4x2; Regular Cab; Alternative Fuel</li> <li>• Half Ton Truck; 4x2; Extended Cab; Alternative Fuel</li> <li>• Half Ton Truck; 4x4; Regular Cab; Alternative Fuel</li> <li>• Half Ton Truck; 4x4; Extended Cab; Alternative Fuel</li> <li>• Half Ton Truck; 4x2; Regular Cab; Regular Fuel</li> <li>• Half Ton Truck; 4x2; Extended Cab; Regular Fuel</li> <li>• Half Ton Truck; 4x4; Regular Cab; Regular Fuel</li> <li>• Half Ton Truck; 4x4; Extended Cab; Regular Fuel</li> <li>• 3/4 Ton Truck; 4x2; Regular Cab</li> <li>• 3/4 Ton Truck; 4x2; Extended Cab</li> </ul>

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	<ul style="list-style-type: none"> <li>• 3/4 Ton Truck; 4x4; Regular Cab</li> <li>• 3/4 Ton Truck; 4x4; Extended Cab</li> <li>• One Ton Truck; 4x2; Regular Cab</li> <li>• One Ton Truck; 4x2; Extended Cab</li> <li>• One Ton Truck; 4x4; Regular Cab</li> <li>• One Ton Truck; 4x4; Extended Cab</li> <li>• Small Truck; All-Wheel Drive; Crewcab</li> <li>• Half Ton Truck; 4x4; Crew Cab; Electric</li> </ul>
Medium Duty Trucks	<ul style="list-style-type: none"> <li>• One Ton Chassis Cab <u>Drw</u>; 4x2; Regular Cab</li> <li>• One Ton Chassis Cab <u>Drw</u>; 4x2; Extended Cab</li> <li>• One Ton Chassis Cab <u>Drw</u>; 4x2; Crew Cab</li> <li>• One Ton Chassis Cab <u>Drw</u>; 4x4; Regular Cab</li> <li>• One Ton Chassis Cab <u>Drw</u>; 4x4; Extended Cab</li> <li>• One Ton Chassis Cab <u>Drw</u>; 4x4; Crew Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x2; Regular Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x2; Extended Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x2; Crew Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x4; Regular Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x4; Extended Cab</li> <li>• Class 4 Chassis Cab <u>Drw</u>; 4x4; Crew Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x2; Regular Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x2; Extended Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x2; Crew Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x4; Extended Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x4; Crew Cab</li> <li>• Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab</li> <li>• Class 6 Chassis Cab <u>Drw</u>; 4x2; Regular Cab</li> <li>• Class 6 Chassis Cab <u>Drw</u>; 4x2; Extended Cab</li> <li>• Class 6 Chassis Cab <u>Drw</u>; 4x2; Crew Cab</li> <li>• Class 7 Chassis Cab <u>Drw</u>; 4x2; Regular Cab</li> <li>• Class 7 Chassis Cab <u>Drw</u>; 4x2; Extended Cab</li> <li>• Class 7 Chassis Cab <u>Drw</u>; 4x2; Crew Cab</li> </ul>
Work Vans	<ul style="list-style-type: none"> <li>• Cargo Mini-Van, Regular Fuel</li> <li>• Cargo Mini-Van, Alternative Fuel</li> </ul>
Cargo Vans	<ul style="list-style-type: none"> <li>• Full-Size Cargo Van</li> <li>• Full-Size Electric Cargo Van</li> </ul>
Patrol Vehicles	<ul style="list-style-type: none"> <li>• Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle</li> <li>• Chevrolet Tahoe 4WD Special Service Vehicle</li> <li>• Dodge Charger Pursuit All-Wheel Drive Sedan</li> <li>• Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle</li> <li>• Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle</li> <li>• Ford Police Interceptor Utility</li> <li>• Ford F-150 Police Responder Supercrew</li> <li>• Ford Expedition Special Services Vehicle</li> <li>• Ford Transit Van 250 AWD</li> <li>• Ford Transit Van 350 Dual Rear Wheel AWD</li> </ul>

**EXHIBIT D, PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** - If the vendor is committing to Organization for the Blind/Sheltered Workshop participation (as detailed in Section 5, Vendor Submission, Evaluation, and Award Information Section), either through subcontractor participation or if the vendor is a qualified Organization for the Blind/Sheltered Workshop, the vendor must provide the required information in the table below for each organization proposed and must submit the completed exhibit(s) with the vendor's response, in order to receive evaluation consideration for the Participation.

**Blind/Sheltered Workshop Resources:**

A list of Missouri sheltered workshops can be found at the following websites:

- Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>

The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following websites:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

**Participation Commitment Submission Instructions:**

For each Organization for the Blind/Sheltered Workshop proposed, the vendor must:

1. identify the name of each qualified Organization for the Blind/Sheltered Workshop,
2. describe the proposed products/services and/or identify RFP Paragraph number of RFP Scope of Work which requires the proposed products/services,
3. if the participation is not proposed throughout the life of the contract, then identify specifically when during the term of the contract the proposed products/services would be provided/performed, and
4. enter the committed participation percentage of the actual total contract value in the appropriate column.

The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>			
<b>Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work</b>	<b>If The Participation Is Not Proposed Throughout The Life Of The Contract, When During the Term of the Contract Proposed Products/Services Would Be Provided/Performed</b>	<b>Committed Percentage of Participation (%* of the Actual Total Contract Value)</b>
			%
			%
			%
<b>Total Committed Percentage(s)</b> <i>(must minimally be 2%)</i>			%

\*If the actual total dollar value of the contract is less than \$250,000.00, then in lieu of a percentage, the vendor may instead commit to providing a minimum of \$5,000.00 worth of products and/or services from an organization for the blind or sheltered workshop.

**EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop documenting the following information with the vendor's response.

*~ Copy This Form For Each Organization Proposed ~*

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date*

**EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**DEFINITION – QUALIFIED SDVE:**

The following definitions shall be used in determining whether an individual, business, or organization qualifies as an SDVE:

- In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

**SDVE Preference Response: The vendor should check the appropriate statement below indicating whether the vendor is an OEO certified SDVE at the time of the proposal opening date. If neither statement is checked, the vendor will not be eligible for SDVE preference consideration.**

- No, the vendor submitting the response to the RFP is not an OEO-certified SDVE at the time of the proposal opening date. (Not eligible for SDVE preference)
- Yes, the vendor submitting the response to the RFP is an OEO-certified SDVE at the time of the proposal opening date. (Eligible for SDVE preference)

STATE PURCHASE-FY25-0182-SL

**BUSINESS COMPLIANCE EXHIBITS**

Instructions: In order to be awarded a contract, 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 **Exhibit A, Proposal Signature Page** of this original document and any amendment 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 with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit G, State of Missouri Tax Compliance
- Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit J, Employee/Conflict of Interest
- Business Compliance Exhibit K, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT G,  
STATE OF MISSOURI TAX COMPLIANCE**

**STATE OF MISSOURI TAX COMPLIANCE**

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who 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.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

**How To Obtain A Vendor No Tax Due Certificate**

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov). Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

**Instructions:** The vendor should complete the information below regarding their "Vendor No Tax Due" status.

<b>"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR</b>	Date: <u>3/12/2025</u> (MM/DD/YYYY)

**BUSINESS COMPLIANCE EXHIBIT H,  
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

**Missouri Secretary of State Registration Verification**

**Registration Verification Instructions:** If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

**Information on registering with Missouri Secretary of State:** If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Corwin Motors of Springfield	
Charter Number	FL1264399	
Proof of Good Standing Status Included	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: 3/12/2025 (MM/DD/YYYY)	

**Exemptions**

**Exemption Instructions:** If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input type="checkbox"/>
Other -- Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**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:

**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.

**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.

**Public Entity:** the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

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

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

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - 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 Corona Motors of Springfield (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.

Steve Folger  
Authorized Representative's Name (Please Print)

[Signature]  
Authorized Representative's Signature

Corona Motors of Springfield  
Company Name

3/12/2025  
Date

**BUSINESS COMPLIANCE EXHIBIT I,  
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION - CONTINUED**

**BOX D – PUBLIC ENTITY**

I certify that \_\_\_\_\_ (Entity Name) is a public entity as defined in section 34.600, RSMo, and 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.

\_\_\_\_\_  
Authorized Representative's Name (Please  
Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BUSINESS COMPLIANCE EXHIBIT J,  
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT K,  
FEDERAL FUNDING UNIQUE IDENTITY ID**

**Federal Debarment:** The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

**Unique Entity ID:** The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

<b>Vendor Name:</b>	<b>Vendor's Unique Identity ID Number:</b>
<b>Parent Organization's Name:</b>	<b>Parent Organizations Unique Identity ID Number:</b>

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

April Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

9<sup>th</sup>

day of April

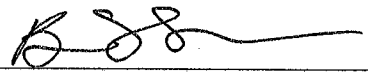
20 26

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision for Department 1123/1172 for printer replacements for the Boone County Sheriff's Office.

Done this 9<sup>th</sup> day of April 2026.

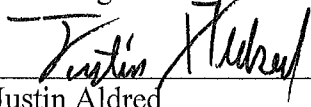
ATTEST:



Brianna L. Lennon  
Clerk of the County Commission



Kip Kendrick  
Presiding Commissioner



Justin Aldred  
District I Commissioner



Janet M. Thompson  
District II Commissioner



MAINSCR BOONE Core Budget Description - View Only ADHEATHE 10:18:45  
 Year, 2026 Dept, 1123 GF EMERGENCY & CONTINGENCY Finalized, Y 3/19/26  
 Account, 86850 CONTINGENCY 2025, Est.  
 2025, Bdgt, 317,185 YTD, % of, Bdgt, Est, % of, Bdgt.

Description	Qty	Unit	Amount	Total
EMERGENCY REPLACEMENT FRIDGE/MICROWAVE			2,000	2,000
* GF PRINTER REQUEST-ANGELA A	* 1		2,500	2,500*
GF PRINTER REQUESTS	* 11		950	10,450
NEW FTE-CYBERSECURITY ADMIN SUPP 1174-130	*		115,668	115,668
NEW FTE-DEPUTY PUB ADMIN SUPP 1200-301			74,951	74,951
NEW FTE-DEPUTY PUB ADMIN-SUPP 1172-257&339			7,242	7,242
RE-ENTRY NAVIGATOR/RELEASE COORDINATOR			125,000	125,000

Bottom  
%, Chg

Class, 1,861,811 Class, 2-8, 1,861,811 Proposed Core, 2,000  
 Proposed Supp, \_\_\_\_\_  
 Auditor Rev 335,811  
 Commission Rev \_\_\_\_\_  
 Total, Budget, 337,811 3-

F2=Key Scr F3=Exit F5=History  
 F6=Dept Supplemental Budget F10=Notes \*  
 F12=Return F15=Summary

Budget Year, 2026

Department, 1123 GF EMERGENCY & CONTINGENCY

Account, 86850 CONTINGENCY

Description	Qty.	Amount
GF PRINTER REQUESTS	11	950
	Total	

Notes

1172 127 NEW POSITION-QUARtermaster-PRINTER

1172 133 PRINTER-CIVIL PROCESS-SD

1172 224 PRINTER-RUNE LEA-TR

1172 259 NEW POS 1-CIVILIAN OFFICE-PRINTER

1172 260 NEW POS 2-CIVILIAN OFFICE-PRINTER

1172 324 PRINTER-STEPHANIE KOPP-RAWE-BCSO

1172 325 PRINTER-INFO CENTER-BCSO

\*1172 206 PRINTER REPLACEMENT-DEDE CALVERT \*

\*1172 207 PRINTER REPLACE-ENFORCE LT OFFICE \*

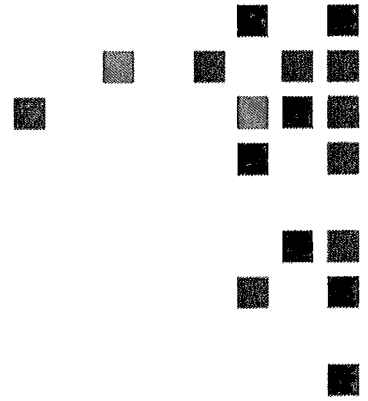
1172 303 PRINTER REPLACE-ALL RECORDER STAFF

More...

F2=Key Scr F3=Exit F12=Return



**SUMNER ONE**



Proposal for:

## **BOONE COUNTY**

**(3) Kyocera PA4500x + 3 trays**

Prepared by:

Andie Smolanovich

Email: [asmolanovich@sumnerone.com](mailto:asmolanovich@sumnerone.com)

Phone: 573-303-7745

03/03/26

### **Our Core Values**



Integrity



Service



Collaboration



Growth



Achievement



Giving



Resilience



---

Thank you for the opportunity to recommend a solution to your organization. We hope that our provided solution will play a significant role in your overall success.

The solution and materials attached are our best recommendation to meet your existing needs and for years to come. We pay careful attention to your needs, requirements, and business objectives to make the most educated recommendation. The solution that we have presented you with is one that we confidently believe will be the right fit for your organization.

SumnerOne is dedicated to your success. We promise to work hard to bring positive changes to your organization through the technologies we implement and the services we provide. Throughout our partnership, we will work with you to leverage new ideas and technologies to promote efficiency and innovation at your business.

I appreciate the opportunity to partner with you and look forward to discussing the proposed solutions further. Thank you for your time today.

Sincerely,

*Andie Smolanovich*

SUMNERONE

## Your Managed Services Experts

We're here to help with the right solution for your document technology needs. We've got you covered from centralized production centers to desktop printers and everything in-between, including specialty print and mailing applications.

Our team is here to help with remote and on-site service, device management, and device security. SumnerOne has your people and your documents covered.

### Document Solutions and Services

We are a Managed Services company. It's what we do. We believe everything we do is tied to Managed Print Services. Our MPS programs are designed to identify and manage your costs associated to print, no matter the device type. We'll help to actively control your spend and optimize your return.

We hold the highest-level certifications with the premier manufacturers within our industry and will support you with superior service and guaranteed support.



#### Multifunction Copiers and Printers

From Canon, Kyocera, Konica Minolta, HP, and more.



#### Production Print Solutions

From Canon, Konica Minolta, Kyocera, and Xerox.



#### Wide Format Printers

From Canon, Konica Minolta, HP, Mutoh, and more.



#### Specialized Finishing

Folding, scoring, die-cutting, from Duplo and Triumph.



#### Workflow Software

From Canon, Konica Minolta, HP, Mutoh, and more.



#### Specialty Applications

Such as ID card printers, barcode printers, scanners.



#### Specialty Services

Such as scanning and archival services.



#### Mailing Solutions

Such as postage meters, folders, and inserters.

## Local and Nationwide

We combine a local approach with nationwide capabilities to create programs for your needs here and across the country, evidenced by the wealth of locations we have placed equipment for our clients.

SUMNERONE

## True In-House Leasing

It is standard in our industry for dealers, no matter how large or who is listed at the top of the agreement, to fund leases through a third-party financial institution.

SumnerOne has managed our own leases for more than 40 years. This provides our clients with a safer choice when compared to third-party leasing. We offer the accountability, support, and flexibility that your organization deserves. When you choose SumnerOne, you can rest easy knowing the same company that leases the solution to you is also fully responsible for its performance and your satisfaction.

### Third Party Leasing

#### NO ACCOUNTABILITY

Lease funded through a financial institution that sees you only as a financial arrangement. They own the equipment but are not accountable for device performance or your satisfaction.

#### COSTLY UPGRADES

Flexibility is limited. The financial institution wants a \$0 residual value assigned to the asset if you decide you want to upgrade into newer technology before the end of the lease.

#### UNKNOWN ADDITIONAL COST

You may be responsible for uninstalling and shipping equipment anywhere in the U.S. as determined by the lessor, and responsible for the cost.

### SumnerOne Leasing

#### ✔ ACCOUNTABILITY

Our clients benefit from knowing the same company they make lease payments to is also the same company that is responsible and accountable for its reliability and everyday performance.

#### ✔ FLEXIBLE UPGRADE OPTIONS

Technology changes fast. You need a partner that can protect you from obsolescence of technology and that allows you to upgrade into equipment that best serves your needs.

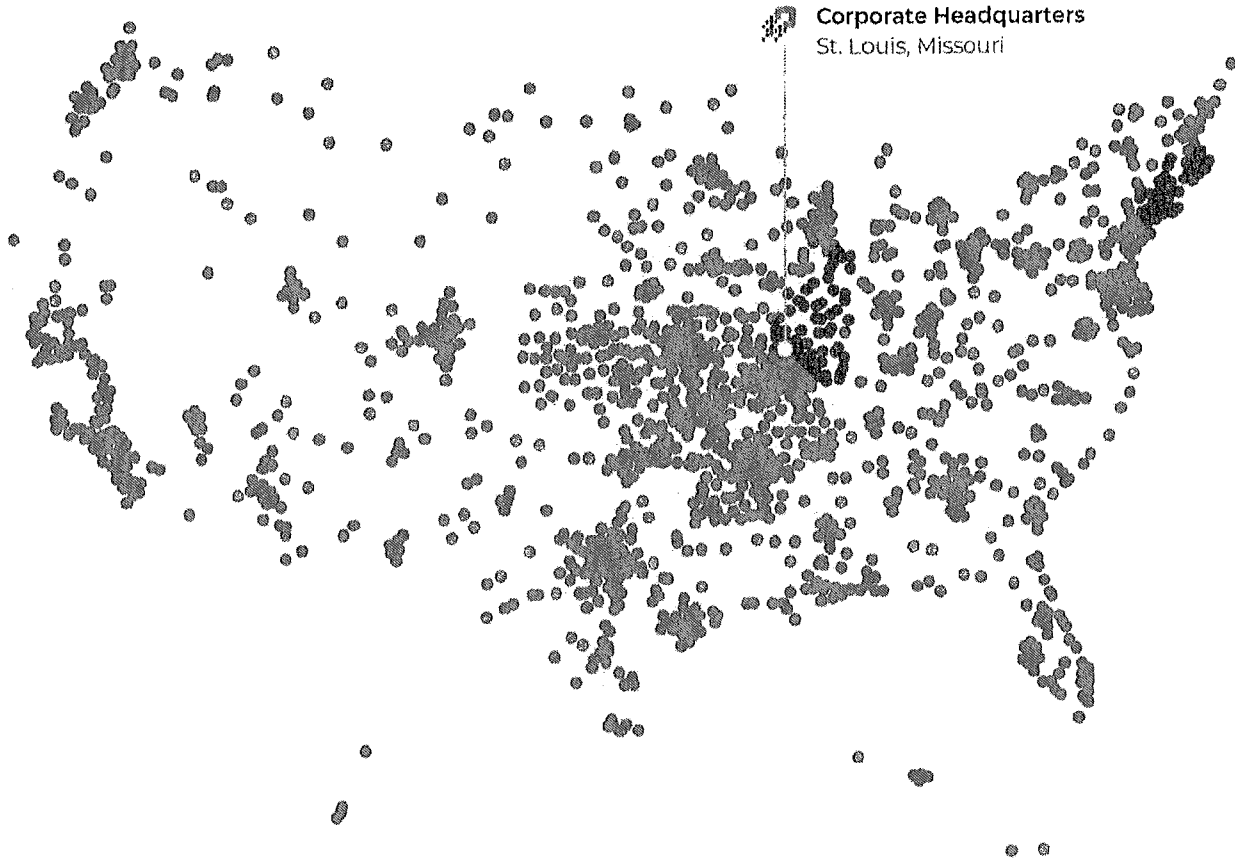
#### ✔ FEE TRANSPARENCY

SumnerOne provides upfront billing transparency on all leased equipment, from return fees, upgrades, and service charges



# SumnerOne Is Based in the Midwest with a Nationwide Customer Footprint

In service since 1952, SumnerOne is based in the Midwest and has customers in over 52,000 locations throughout North America.



## Our Office Locations

Bentonville, AR

Bloomington, IL

Columbia, MO

Highland, IL

Kansas City, KS

Manhattan, KS

Oklahoma City, OK

Springfield, MO

Saint Joseph, MO

Saint Louis, MO

Tulsa, OK

Wichita, KS

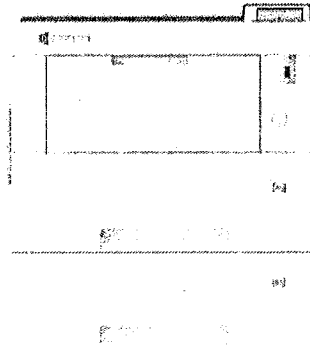


PROPOSED MODELS - PA4500x -3-

## Recommended Equipment Configurations

---

**KYOCERA ECOSYS  
PA4500x**



Proposed Accessories:

- PF-3110 500 Sheet Paper Feed Cassette -1203SA0KL1-

PROPOSED MODELS - PA4500x -3-

## Recommended Investment Schedule

<b>Total Purchase Price</b>	<b>\$1,399.00</b>
Qty (2) Kyocera PA 4500x w/1 extra paper feed tray	

Model	Price
Kyocera PA4500x	\$557.00
PF-3110 500 sheet tray	\$142.50
<b>Total per device</b>	<b>\$699.50</b>

### Maintenance and Supplies – INCLUDED!

Includes all Parts, Labor, Drums, Toner, Developer, Supply Freight, On-Site Service, Support, and Replacement Guarantee. Paper & Staples are excluded.

B&W Impressions Included:	0
B&W Impressions to be invoiced at:	\$0.0122 (CPC)
	(Cost per Click)

## COMMUNITY ENGAGEMENT

# Giving Back Is a Way of Life

When you've grown your company in the heart of the Midwest, you're bound to make some lasting ties in the community. SumnerOne is active in our community with a longstanding history of giving back to organizations through fundraisers and volunteering. We are proud to be a member of every community that SumnerOne calls home—and we're committed to making them the best they can be.



### Giving back with time and talent

Every year, SumnerOne gives back to our communities through fundraising, volunteering, and donations. Our employees are committed to getting together and helping charities, families, and fellow businesses in the area who might need some extra help.

### Our recent contributions have benefited:

Cardinals Care, Ronald McDonald House, Friends of Kids with Cancer, St Elizabeth's Hall, Nonprofit Services Center, Support Dogs, Adopt a Family, and the Salvation Army.

We're proud partners of the following athletic teams:



ONE COMMUNITY

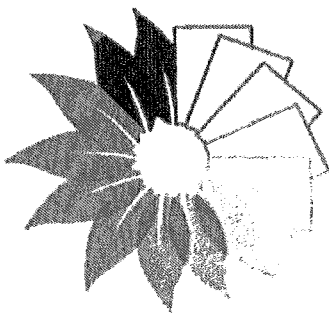
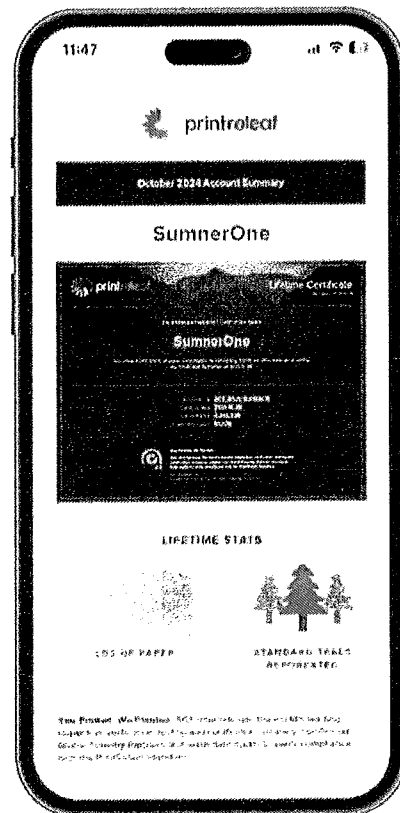
## When you print it, we plant it. It's called PrintReleaf.

At SumnerOne, we're committed to helping you neutralize your carbon footprint through the use of innovative tools. We've partnered with PrintReleaf to empower businesses to replace your paper consumption associated to print automatically by planting trees across a global network of reforestation projects.

### How does it work?

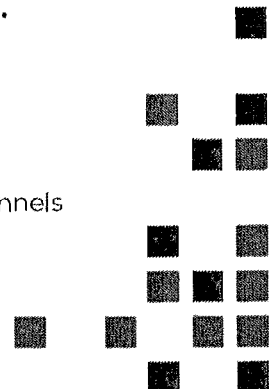
PrintReleaf measures paper consumption via Predictive Insight, SumnerOne's contract reporting software. PrintReleaf then plants one tree for every 8,333 pages tracked in a network of certified reforestation projects located around the world.

Once trees are planted, PrintReleaf administers an 8 year audit process to track the progress and survivability of the trees. You control where each tree is planted.



### PrintReleaf unlocks more collective shared value than just reforestation.

- Guaranteed reforestation and 100% net survival of all trees per the PrintReleaf standard
- New jobs to communities where we plant trees
- Automated promotion to your social media channels
- End-to-end automation for the whole offering



SUMNERONE

## Our Promise to You

### Available to You

Service and supply requests can be submitted by email, [sumnerone.com](http://sumnerone.com), and by phone. Your call will be answered by a local team member.

### Immediate Remediation

If your service request can be remediated remotely, we will engage our local help desk to provide immediate support. Our help desk technicians are certified on network integration, device support, and on accompanying software applications in order to have you up and running within minutes.

### 4-6 Hour Response Time

We will be at your location within 4-6 business hours of your service request.

### Training and Certifications

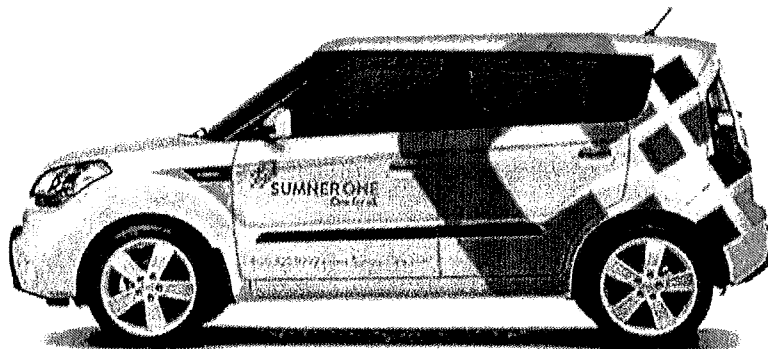
Getting there fast but not being able to solve the issue doesn't get you anywhere. Our technicians hold certifications on all devices and software they support. SumnerOne holds the highest-level certifications and awards from each manufacturer we represent. We continuously track first-call effectiveness and modify training around performance data.

### Parts and Supply Inventories

Getting there fast but not having the part to resolve the issue doesn't get you anywhere either. SumnerOne warehouses a large parts and supply warehouse locally. We monitor parts usage and technician inventory constantly while we strategically deploy parts depots throughout the area to allow technicians to restock daily and "on the fly".

### 8-Hour Uptime Guarantee

We provide our teams of technicians with all the resources to deliver exceptional service to our clients. While Response Time is important, that alone doesn't resolve things. Your device must be up and running within 8 business hours of your call.



SUMNERONE

## Ongoing Support and Service

### **Unconditional Replacement Guarantee**

If the equipment has been continuously under our service agreement and cannot be put into good working order to your satisfaction, SumnerOne will replace the equipment, upon your request, with a comparable unit at no charge. This guarantee is for 5 years on new equipment and 3 years on refurbished devices.

### **Device Monitoring**

Real-time device management allows our team to anticipate common printer maintenance like toner replacement and go into action to support those devices before they create workflow disruptions. We can help you automate supply orders and maintenance calls to ensure your devices are always print-ready. Usage can be easily tracked to assure billing accuracy and eliminate unexpected costs.

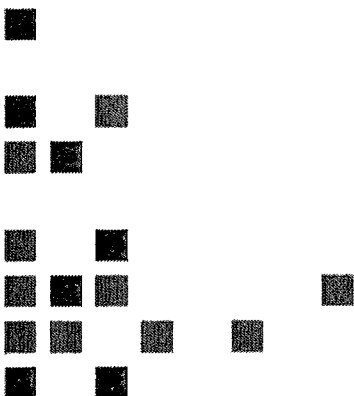
### **We Listen**

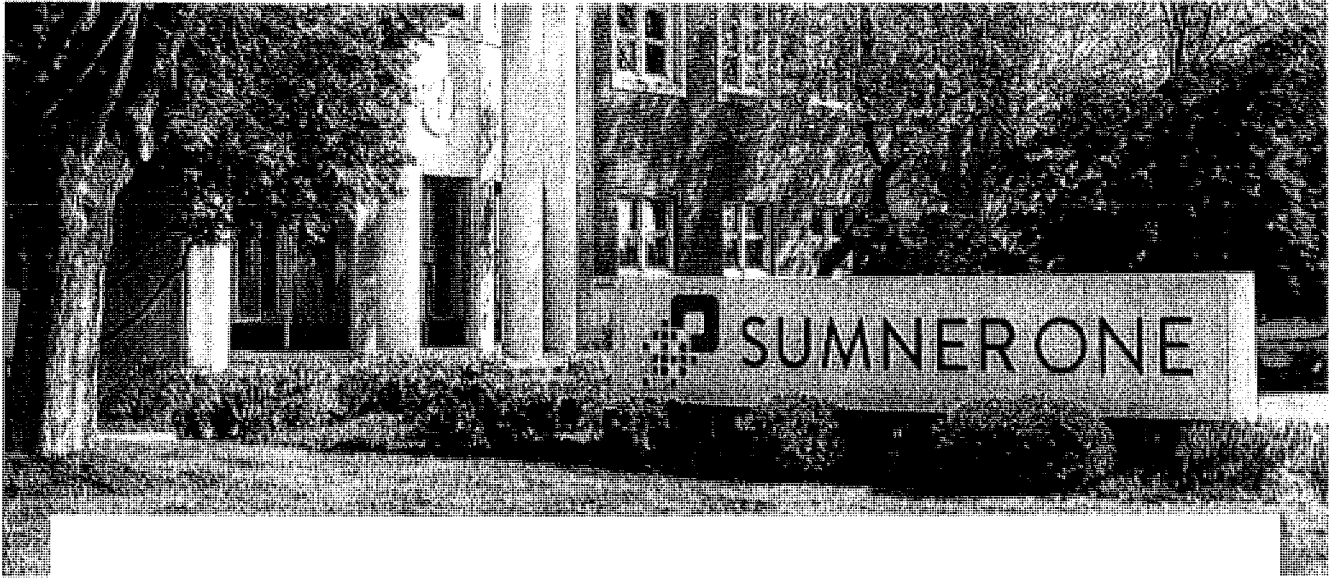
We will actively listen and communicate throughout our partnership. We provide our clients many opportunities to rate our performance and communicate their level of satisfaction. Local leadership sees the data and your feedback in order to respond or act accordingly to assure we are meeting expectations. We publish our satisfaction score to all employees as they are all part of that equation and are invested in the outcome.

### **Account Management and Reviews**

We'll agree to an interval to meet for on-going account reviews designed to review performance metrics such as usage, device uptime, number of service calls, prints or days between failures, first call effectiveness, response time, etc. as well as invoicing and lease status. We'll also compare objectives to outcomes to assure your satisfaction as well as discuss areas we can focus on or improve upon as we move forward in our relationship.

Lastly, we'll discuss your future needs, what trends are occurring, and what to anticipate to make sure we are aligned on future strategies.





## **We are thrilled to welcome you to the SumnerOne Family!**

### **One Team**

Every member of our locally based, experienced team is dedicated to your satisfaction.

### **One Partner**

We can coordinate all of your document management needs, from copiers and printers to document storage and security.

### **One Source**

No one can make finding and leasing equipment easier. We own our own leases, so there are never hidden fees or surprise charges, and upgrading is straightforward and hassle-free.

### **One Call**

If anything goes wrong, call us and we will be there. Our uptime guarantees are the best in the industry.

### **One Community**

From community service to sustainability efforts, we know that our people and our efforts can make a difference.



# SUMNER ONE

Proposal for:

## BOONE COUNTY

Ref: 117552 BCSO

(1) Kyocera MA5500ifx + PF-3110

Prepared by:  
Andie Smolanovich

03/16/26

### Our Core Values



Integrity



Service



Collaboration



Growth



Achievement



Giving

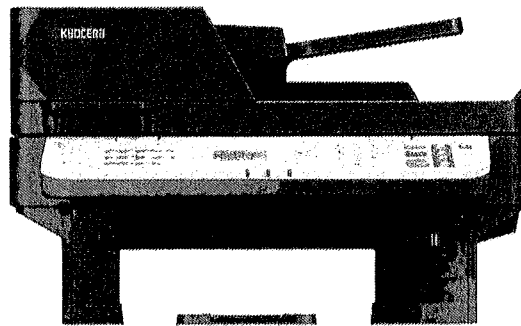


Resilience

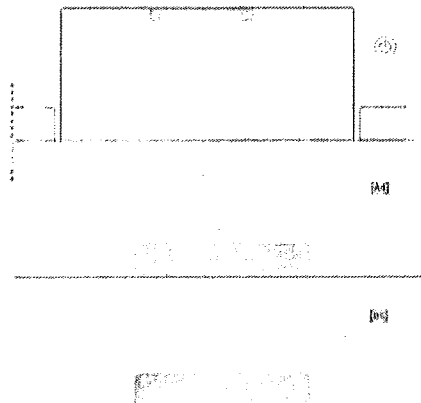
PROPOSED MODELS - Kyocera MA5500ifx

## Recommended Equipment Configurations

---



**KYOCERA ECOSYS  
MA5500ifx**



**Proposed Accessories:**

- PF-3110 500 Sheet Paper Feed Cassette -1203SA0KL1-

PROPOSED MODELS - Kyocera MA5500ifx

## Recommended Investment Schedule

---

### Purchase Price (OMNIA)

**\$1,531.00**

MA5500ifx	\$1,363.00
PF-3110	\$168.00
<b>Total</b>	<b>\$1,531.00</b>

### Maintenance and Supplies – INCLUDED!

Includes all Parts, Labor, Drums, Toner, Developer, Supply Freight, On-Site Service, Support, and Replacement Guarantee. Paper & Staples are excluded.

B&W Impressions Included:

**0**

B&W Impression (CPC)s to be invoiced at:

**\$0.0098**

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

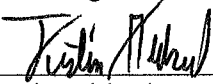
Now on this day the County Commission of the County of Boone does hereby **approve** a Final Development Plan for Willow Creek East in the Planned Single Family Residential and Planned General Commercial zoning districts on 78.76 acres located at 8455 E. St. Charles Rd.

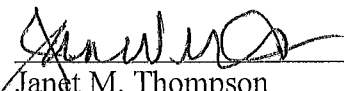
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

## Willow Creek East PRD & PCD – Final Development Plan Staff Report

The subject property is located on the north side of St. Charles Road and the west side of State Route Z, at the immediate northwestern corner of the Roundabout intersection. The overall property is 80.22-acres in size and is zoned Agriculture 1 (A-1) & Planned Single-Family Residential (R-SP). This is an original 1973 zoning & a rezoning from 2018 respectively.

Surrounding zoning is as follows:

- North – Agriculture 2 (A-2) & A-1
- East – Agriculture – Residential (A-R)
- South – A-1, Single Family Residential (R-S) & Pending Planned Industrial (M-LP) pending
- Southwest – A-2
- West – R-SP

The property is currently vacant. The request is to finalize rezoning of **77.28 acres to R-SP** and **2.94 acres to C-GP**. The proposal allows up to **219 dwelling units** and **13,500 square feet of commercial space**, including:

- 141 single-family lots
- 44 cottage home lots
- 11 two-family lots (primary unit + internal accessory dwelling unit)
- 6 single-family attached lots (each with a two-family unit on designated corner lots with a shared driveway)

The commercial square footage may only be developed after a revised Review Plan and Final Plan rezoning are approved.

The Planning and Zoning Commission recommended approval of the rezoning and review plan, with conditions, at its July 12, 2025 meeting, the County Commission approved both The County Commission approved the request along with the conditions on the July 08, 2025, Commission order 339-2025.

This request is the Final Development Plan for R-SP and C-GP, confirming and locking in zoning conceptually under Commission Order 339-2025.

The property scored 70 points on the rating system.

The Boone County Zoning Ordinance, Section 6.2.14, identifies 3 criteria for approval:

- 1) All the required information is accurately portrayed on the Plan
- 2) The Final Plan conforms to the approved Review Plan
- 3) The Final Plan demonstrates compliance with all conditions which the County Commission may have imposed on the Final Plan

Per Commission order 339-2025, the following conditions are summarized as follows:

1. Building permit applications for all cottage lots must include a detailed plot plan.
2. All concerns of Water District 9 must be resolved to the satisfaction of the district and the Director of Resource Management.
3. Prior to final plan submission, the developer shall enter an agreement with BCRSD regarding sewer service on all lots that can contain multiple dwellings.
4. Prior to submission of a Final Plan Developer must propose fees under the Northeast Area Transportation Study methodology or provide acceptable documentation that Mosby Drive construction equals or exceeds the required contribution.
5. Prior to development of Lot 203, an updated Traffic Impact Study may be required to assess impacts on State Route Z and St. Charles Road Lot 203 must undergo a revised rezoning and review plan process before development.

Staff review of the submitted final plan has shown that the final plan has the required information accurately portrayed on the Plan and conforms to the approved Review Plan.

Condition 1: Implementation will occur as building permits are submitted on cottage lots.

Condition 2: Implementation will occur at the final plat stage for each phase of the development and prior to development of Lot 203.

Condition 3: Has been met by an agreement between BCRSD and the developer, recorded in Book 6032 Page 164, of the Boone County records.

Condition 4: Is met by approval of the accompanying development agreement between the developer and the Boone County Commission accepting cash payment of the Trip Generation Fees or acceptance of Mosby drive in lieu of payment of the fee..

Conditions 5 & 6 are related to the development of Lot 203 which will return through the entire process.

Staff finds that Conditions 1–6 are satisfied or will be satisfied at the appropriate stage of development. The Final Plan conforms to the approved Review Plan and accurately represents all required information.

Staff recommended approval of the final plan.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26

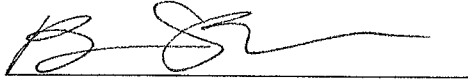
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

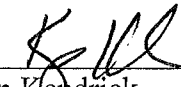
the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached agreement with the City of Sturgeon to provide Onsite Wastewater inspection services with the City limits of Sturgeon. Terms of the agreement are stipulated in the attached document. It is further ordered that the Presiding Commissioner is hereby authorized to sign the agreement.

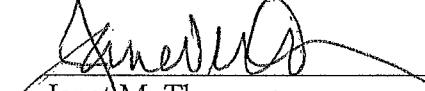
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

On-Site Wastewater Code Enforcement Cooperative Agreement

This agreement is entered into this 9th day of April, 2026, by and between the **County of Boone**, State of Missouri through the Boone County Commission (hereafter "County") and the **City of Sturgeon**, a municipal corporation within the County of Boone, State of Missouri (herein after "City").

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Small On-site Wastewater Systems and Public Health Hazards and Nuisances as it pertains to Sewage Treatment and Disposal pursuant to Section 192.300, RSMo, and has provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri; and

WHEREAS, City has enacted, or shall enact concurrently with execution of this agreement, Chapter IV, Small On-site Wastewater Systems, and Chapter VI, Public Health Hazards and Nuisances as the same apply to enforcement of section 6.8, On-site Sewage Treatment and Disposal, Boone County Code of Health Regulations, copies of which are attached and incorporated herein by reference (herein simply called "Wastewater Codes"), and desires to establish a program for inspection and enforcement of its Wastewater Codes; and

WHEREAS, the parties hereto believe that it is their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Wastewater Code inspection and enforcement in order to promote the health, safety, and welfare for the citizens of Sturgeon, Missouri and Boone County, Missouri; and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220 RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement.

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

- I. The City shall enact and keep in full force the following "Wastewater Codes":
  - A. Chapter IV, Small On-site Wastewater Systems, Boone County Code of

Health Regulations

- B. Chapter VI, Public Health Hazards and Nuisances, as the same apply to enforcement of section 6.8, On-site Sewage Treatment and Disposal, Boone County Code of Health Regulations.
  - C. An ordinance which establishes fines and penalties for violation of the Wastewater Codes and remedies to provide for the enforcement thereof.
  - D. An ordinance which authorizes this agreement and empowers the County through the Boone County Resource Management Department (hereafter "Department") to administer and enforce the foregoing regulations within City.
2. The Wastewater Code as enacted by City as Bill 10092025, Ordinance 966, on September 22, 2025, meets the conditions of paragraph 1, supra, and this Agreement.
  3. County agrees to administer a code permit system substantially in compliance with the regulations contained in the above-referenced Wastewater Code and to provide City through the Department with copies of permits upon request after issuance of such permits.
  4. County agrees to provide inspection and code enforcement services within City through the Department. In addition, County through the Department shall maintain membership in the various code organizations as it deems appropriate, provide City with Wastewater Code interpretations and otherwise work with City as mutually deemed appropriate to implement this agreement. County through the Department shall also keep and maintain records and inspection reports of all inspections performed within City and provide City with copies of same upon request or as mutually deemed appropriate.
  5. City agrees to inform the public in the City of the adoption of the Wastewater Codes and administration and enforcement thereof by the Department. City also agrees to provide Department with copies of all amendments of Codes and relevant administration and legal proceedings.

6. City agrees to adopt **all applicable** fees and to pay County such fees. These fees are subject to change by the Boone County Commission; City fees shall be considered amended as said fees are amended by the County Commission.
7. City agrees to enforce compliance with the Wastewater Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, prosecute or defend all legal actions pertaining to the interpretation or implementation of the Wastewater Codes provided for herein and adopted by City.
8. This agreement shall be effective for a period of one year commencing on the day and year first above-written and shall automatically renew from year to year unless sooner terminated by either party. This agreement may be terminated by either party immediately for breach of this agreement or other reasonable cause warranting immediate termination as specified in writing, or for any other reason by giving the other party at least sixty (60) days advance written notice of termination, unless both parties agree in writing that it may be terminated on some other basis.
9. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.
10. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns in office.
11. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this agreement on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF STURGEON

By: [Signature]

Mayor

ATTEST: [Signature]

City Clerk

COUNTY OF BOONE

By: [Signature]

Presiding Commissioner

ATTEST: [Signature]

County Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney

APPROVED AS TO FORM:

[Signature]  
County Counselor

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

[Signature] 3-30-26  
Auditor Date

## CHAPTER IV

### SMALL ON-SITE WASTEWATER SYSTEMS

- 4.1 **Purpose:** The regulations in this chapter are enacted for the purpose of regulating the design, construction and modification of small on-site wastewater systems as the term is defined in these regulations in order to protect and promote the public health and to prevent the entrance of infectious, contagious, communicable or dangerous diseases into Boone County, Missouri.
- 4.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by Section 192.300 RSMo
- 4.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise or the definition of the term is found in a regulation adopted by reference in this regulation, the following words and terms shall have the following meanings:
- 4.3.1 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person so designated on a temporary basis by order of the Boone County Commission.
- 4.3.2 **Health Official or Administrative Authority**- An employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director to administer or enforce the provisions of this chapter.
- 4.3.3 **Permit** - Written authorization issued by the Boone County Health Department which authorizes the permittee to construct or modify the small on-site wastewater systems regulated under this chapter. This permit is not intended to be construed to be a permit regulating the operation of a small on-site wastewater system after completion of construction or modification.

4.3.4 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

4.3.5 **Small On-site Wastewater System** - Any subsurface sewage treatment system, lagoon disposal system or other waterborne waste disposal method employing basic hydrologic or engineering principles which receives 1500 gallons or less of waterborne waste per day.

4.3.6 **Construction** - Any act of building and/or installing a new small on-site waste system in order to make it operational and functional or any act of repairing or replacing a small on-site wastewater system other than routine maintenance.

4.3.7 **Modification** - Any act or work upon an existing small on-site wastewater system which changes the design or function of system other than routine maintenance.

4.4 **Small On-site Wastewater System Design and Construction Standards:** All small on-site wastewater systems shall be designed, constructed or modified in accordance with the standards set forth in 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage Disposal Systems**, as amended, the same being incorporated by reference as if fully set out in this regulation verbatim and maintained on file in the office of the Boone County Health Department, Boone County Planning & Building Inspection Department and Boone County Clerk's office except to the extent the same is modified by these regulations.

4.4.1 **Exceptions to Design and Construction Standards** - The Regulations 19 CSR 20-3.060 **Minimum Construction Standards for On-Site Sewage**

**Disposal Systems**, as amended, are hereby amended for purposes of this chapter as follows:

4.4.1.1 **Soil Scientist** - The term "soil scientist" defined in 19 CSR-20 3.060(1)(A)61 shall be defined as follows - A soil scientist shall have a minimum of 15 semester credit hours of courses in soil sciences including a minimum of 3 credit hours in the area of soil morphology and interpretation as well as a minimum of 3 years field experience by employment or otherwise in interpreting soil texture, color, structural and stratigraphic properties relative to temporal fluxes of water in soil landscapes.

4.5 **Permit Required for Construction or Modification of Small On-site Wastewater Systems:** From and after the effective date of these regulations no small on-site wastewater system shall be constructed or modified except in accordance with the terms and conditions of a valid permit issued pursuant to these regulations. The issuance of a permit in accordance with these regulations does not relieve the permittee of the responsibility to properly plan, design, construct, install, modify, operate or maintain the system as may be otherwise regulated by law, rule or regulation, nor does issuance of such permit guarantee that the system will function in compliance with these regulations or other applicable laws, rules or regulations.

4.5.1 **Permit Applications** - Any person seeking a permit to construct or modify a small on-site wastewater system shall submit a written application for same on forms provided by the administrative authority; such application shall be accompanied by plans, including site plans indicating the location of percolation test holes or soil profile holes, test results, lot lines, proposed location of treatment systems in relation to buildings and lot lines, specifications, design data and other pertinent information required by the administrative authority. All plans and specifications shall conform to the design standards required under these regulations. All permit applications including site plans shall demonstrate in writing and graphically that the proposed small on-site wastewater system to be constructed or modified is in compliance with the requirements of these regulations.

4.5.2 **Permit Application Processing Procedures** - The administrative authority shall review all permit applications initially for completeness; incomplete applications shall be returned to the applicant for completion. The administrative authority shall take final action on all completed permit applications within fifteen (15) calendar days of submission by either approving the application and issuing the permit, issuing the permit with modifications necessary for compliance with these regulations, or denying the permit. Any permit issued with modifications or denied shall be accompanied by written reasons for such modification or denial and in the case of denial, the administrative authority at its discretion may recommend corrective action. Any applicant aggrieved by the issuance of a permit with modifications or denial of a permit may appeal such issuance or denial to the Board of Review within 30 days of such issuance or denial in accordance with the provisions of these regulations.

4.5.3 **Compliance with Permit** - No small on-site waste water system shall be constructed or modified except in compliance with the terms and conditions of the permit issued for same and approved application therefor; unauthorized changes, deviations or modifications shall constitute a violation of the permit and subject the permittee to permit suspension, revocation and/or prosecution.

4.5.4 **Operation of Small On-site Wastewater System** - No small on-site wastewater system shall be operated unless and until a final inspection of same is conducted by the administrative authority and the system is approved and found to be in compliance with these regulations. No final inspection shall be conducted or approval granted unless the system is exposed for inspection without backfilling so that the system can be examined for compliance with these regulations. Any small on-site wastewater system which has been backfilled in whole or part or otherwise covered such that a complete inspection for compliance cannot be conducted shall upon request of any representative of administrative authority be uncovered, re-excavated or otherwise exposed at the sole expense of the permittee such that a complete inspection can be conducted for purposes of determining compliance with these regulations. Any permittee who shall fail to expose a small on-site wastewater system for inspection under the provisions of these regulations shall be subject to permit suspension or revocation. Any permittee who shall fail to expose a small on-site sewage system to inspection after construction or modification within thirty (30) days after request of a representative of the administrative authority shall be subject to permit revocation.

4.5.5 **Permit Modification** - No small on-site wastewater system shall be

constructed or modified in deviation from the terms and conditions of the permit and approved application therefore unless a new application or amended application for such permit has been first filed with the administrative authority and approved by such authority or a waiver of permit modification has been granted pursuant to section 4.5.6.

**4.5.6 Waiver of Permit Modification** - Submission of a new or amended application for small on-site wastewater system permit may be waived by the administrative authority in cases where approved materials and/or procedures cannot be used under the terms and conditions of the existing permit and alternative materials or procedures will meet minimum standards without substantial change in the small on-site wastewater system approved under the existing permit and which will not result in any violation of these regulations. The administrative authority may grant such waiver orally upon oral request provided the request and waiver is documented on forms approved by the Administrative authority and signed by the permittee and a representative of the Administrative authority granting the waiver. Failure or refusal of the administrative authority to grant an oral waiver shall not entitle the permittee to appeal such decision to the Board of Review.

**4.5.7 General Permit Conditions** - The following general conditions shall be applicable to all small on-site wastewater system permits:

**4.5.7.1 Expiration of Permit** - All small on-site waste water system permits shall be valid for six months after date of issuance and the administrative authority shall record the expiration date on each such permit. Permits may be renewed for additional ninety (90) day periods after the initial period of validity for good cause provided there have been

no changes in the plans for construction or modification of the system under the initial permit and application for renewal is made prior to the expiration date of the permit. No small on-site wastewater system permit shall be renewed except by the administrative authority making a written endorsement of renewal upon the existing permit prior to the expiration date of such permit. Failure to request or obtain renewal prior to the expiration date shall require the permittee to submit an application for new permit.

**4.5.7.2 Transfer of Permit** - Small on-site wastewater system permits may be transferred only to successor property owners prior to completion of construction or modification for which the permit is issued by completion of ownership transfer documents issued and approved by the administrative authority. All terms and conditions of issued permits for construction or modification shall be automatically applicable to any successor property owner upon transfer of ownership.

**4.5.8 Permit Denial** - The administrative authority may deny an on-site wastewater system permit for any of the reasons enumerated in sections 4.5.8.1 through 4.5.8.3. In the event the administrative authority denies issuance of a permit the applicant shall be notified in writing of the reason or reasons for denial. An applicant denied a permit may request in writing a hearing before the Director of the Department of Health stating the grounds in support of the request within thirty (30) days of the notification of denial. The Director shall consider the application, the facts presented by the applicant at the hearing, the facts presented by the administrative authority at the hearing, and will render a decision on the application on the basis of the substantial and competent evidence adduced at the

hearing. The applicant shall bear the burden of proof to establish facts supporting the issuance of a permit. The hearing is not a review of the decision of the administrative authority. The hearing shall be for the purpose of the Director to render an independent decision on the application on the basis of the record. Such a determination after hearing shall be the final decision of the Department of Health on the application. The ruling of the Director shall be final; any further appeal or review of the decision shall be as provided by Chapter 536, RSMo.

**4.5.8.1 Denial Due to Violation of Design and/or Construction**

**Standards** - A small on-site wastewater system permit may be denied because application for such permit is incomplete or does not meet applicable minimum design and/or construction standards established by these regulations.

**4.5.8.1 Denial Due to Violation of Design and/or Construction**

**Standards** - A small on-site wastewater system permit may be denied because application for such permit is incomplete or does not meet applicable minimum design and/or construction standards established by these regulations.

**4.5.8.2 Denial Due to Violation of Applicable Building, Subdivision or**

**Zoning Regulations** - A small on-site wastewater system permit may be denied if the system to be constructed or modified will cause a violation of applicable building, subdivision or zoning regulations.

**4.5.8.3 Denial Due to Location Within Reasonable Distance of Public**

**Sanitary Sewer** - A small on-site wastewater system permit may be denied because the building lot upon which it is to be located is within a reasonable distance of a public sanitary sewer to which connection is

practicable and is permitted by the governmental agency or utility owning or operating the sanitary sewer, or in the case of a nonconforming on-site wastewater system under section 4.8, no such permit shall be issued where such a system constitutes a nuisance as otherwise prohibited in these regulations and the building lot upon which such system exists is located within a reasonable distance of a sanitary sewer to which connection is practicable. The administrative authority shall consider all relevant factors in determining if a public sanitary sewer connection is practicable and within a reasonable distance, including, but not limited to, the topography of the lot and surrounding land, the cost of connection, the cost of connection relative to an engineered on-site system (including cost estimates for ongoing maintenance), the watershed the lot is located within, and any other relevant factor bearing on the public health.

In circumstances in which an existing on-site wastewater treatment system has been declared a nuisance under the Code and due to lot size, topography, or other factors, it is impracticable to install an on-site wastewater treatment system which complies with these regulations, then in such circumstances it shall be presumed that connection to a public sanitary sewer is practicable. It shall be the responsibility of the person seeking a permit to investigate and demonstrate to the satisfaction of the Administrative Authority that no public sanitary sewer connection is available and/or practicable under these criteria as a condition of issuance of a permit.

**4.5.9 Permit Suspension and Revocation** - The administrative authority may suspend or revoke a permit before construction or modification of a small on-site

waste water system is completed due to noncompliance with the terms of the permit or these regulations, unapproved modifications in design or construction, false information submitted in the application for permit, changing site conditions which would result in a violation of one or more of the provisions of these regulations, submission of false percolation test data or false soil morphology/landscape data, permittee misrepresentation concerning compliance with these regulations, or any other reasons necessary for protection of the public health or safety. Except in cases where continued construction or modification under permit would present an imminent threat to human health, life or safety, a permittee shall be given at least five (5) days advance written notice of the administrative authority's intent to suspend or revoke a permit which shall contain a written statement of the reasons for the proposed suspension or revocation, duration of suspension (if applicable) together with notice of corrective actions (if applicable) necessary to authorize the permittee to retain the permit. The permittee may appeal a notice of suspension or revocation to the County Commission by submitting a written notice of appeal to the administrative authority on or before the date suspension or revocation is to take effect. An appeal shall not stay the suspension or revocation of a permit unless so ordered by the County Commission upon a showing of good cause or with consent of the administrative authority. The County Commission shall determine the appeal of any suspension or revocation as soon as reasonably practicable; the decision of the County Commission shall be final and any further appeal or review shall be as prescribed by Chapter 536 RSMo.

- 4.6 **Health Director Oversight; Variances and Appeals:** The Health Director shall review and determine applications for variances as authorized by these regulations

and hear and determine appeals from administrative authority decisions as are authorized and prescribed by these regulations. The Health Director may grant variances from the strict application of these regulations in cases where a property owner or occupant qualify for a permit to construct or modify a small on-site wastewater treatment system under section 4.5 of these regulations, would not otherwise be able to effectively or properly use a small on-site wastewater system, and the grant of a variance would not result in contamination of surface waters or ground water or present a nuisance or health hazard to any person and would not result in the discharge of treated or untreated domestic sewage or human waste off the property subject to the permit. No variance shall be granted on the condition of reduced water usage or maximum specified water usage. The Health Director may impose such conditions on a variance as deemed appropriate for purposes of preventing contamination of surface waters or ground water or preventing a nuisance or health hazard condition to other persons or preventing discharge of treated or untreated domestic sewage or human waste off the property subject to the permit.

- 4.7 **Certification of Small On-site Wastewater System Installers, Percolation Test Technicians and Inspectors:** No person shall construct or modify a small on-site wastewater system unless certified as an installer for such system by the administrative authority. No person shall administer a soil percolation test for purposes of complying with these regulations unless certified as a percolation test technician. No person shall perform or administer a soil morphology/landscape analysis for purposes of complying with these regulations unless qualified as a soil scientist as defined herein. From and after January 1, 1995, no person shall inspect any small on-site wastewater system for purposes determining compliance

with these regulations or any other law, rule or regulation if such inspection is performed for compensation or performed in order to report inspection findings to any person other than a governmental agency which regulates small on-site wastewater systems unless such person inspecting such system is currently certified as small on-site wastewater system inspector under these regulations by the administrative authority.

**4.7.1 Certification Requirements for Installers** - An individual may be certified as a small on-site wastewater system installer if such person has attended a training as required by the administrative authority consisting of instruction on the application of these regulations. The administrative authority is authorized to establish such courses of instruction and/or testing as it may deem appropriate from time to time to insure installer compliance with these regulations.

**4.7.2 Requirements for Percolation Test Technician Certification** - A natural person may be certified as a soil percolation test technician under these regulations who meets the criteria of any applicable state regulations and has a working knowledge of the proper procedure for administering soil percolation tests and the application of these regulations pertaining thereto. The administrative authority may provide training and require testing in proper procedure for administering soil percolation tests and these regulations as they apply to them.

**4.7.3 Homeowner Exemption for Installer Certification** - Any individual who owns real estate upon which a small on-site wastewater system is to be constructed or modified and who resides on such real estate or shall reside upon such real estate upon completion of construction of a residence may construct or modify a small on-site wastewater system pursuant to these regulations so long as such individual has obtained written exemption from the administrative authority

pursuant to this regulation and is primarily responsible for the actual construction or modification of the small on-site wastewater system constructed or modified on such real estate. Exemption from this certification requirement may be revoked by the administrative authority due to noncompliance with these regulations or permitting a non-certified person to assume responsibility for the actual construction or modification of the small on-site wastewater system authorized under such exempted person's permit.

**4.7.4 Certification Requirements for Inspectors** - A natural person may be certified as a small on-site wastewater system inspector under these regulations if such person receives instruction and meets minimum qualifications required of the administrative authority pertaining to the operation of small on-site wastewater systems and the application of these regulations to such systems. The Administrative authority is authorized to establish such courses of instruction and testing as it may deem appropriate from time to time to insure inspections are properly performed under these regulations and may issue exemptions from the training and testing requirements for persons it finds qualified as inspectors due to education and experience. It shall be the responsibility of the party requesting exemption to prove to the Administrative authority's reasonable satisfaction their qualification for exemption.

**4.7.5 Records and Reports:** All small onsite wastewater systems percolation test technicians, installers and inspectors certified under these regulations shall upon request of the administrative authority make available for inspection and copying all records which such persons prepare or retain with respect to work which is performed which is subject to a permit issued under these regulations. In addition, all inspectors certified under the provisions of these regulations shall

prepare a written report of any inspection performed and shall provide the administrative authority with all such written reports within 15 days after preparation unless the administrative authority requests a copy of any such report in writing within a shorter time.

**4.7.6 Revocation of Certification** - The administrative authority may revoke the certification of any small onsite wastewater system installer or soil percolation test technician or inspector who is found to intentionally violate any provision of these regulations or who after written warning of violation of a particular regulation is found to violate the same regulation on one or more subsequent occasions regardless of whether or not such person intended violation. The administrative authority may also revoke the certification of any small onsite wastewater system inspector who either intentionally or repeatedly fails to disclose any violation of these regulations in an inspection report or who intentionally or repeatedly makes any misleading or erroneous statement concerning the compliance or noncompliance of any small onsite wastewater system with these regulations in an inspection report. Any certification revoked by the administrative authority may be appealed in writing to the Board of Review within ten (10) days after notice of revocation has been served upon the person whose certification is to be revoked. The Board of Review shall hear and determine such appeal as soon as reasonably practicable and may for good cause shown stay revocation prior to hearing. The decision of the Board of Review shall be final and any appeal thereafter shall be as prescribed by Chapter 536 RSMo.

**4.8 Nonconforming Small On-site Wastewater Systems:** Except as provided below, all small on-site wastewater systems existing as of the effective date of this chapter shall be presumed to be in compliance with these regulations unless such

system is found to be public health nuisance or hazard under this Code, or is in violation of state law pertaining to wastewater systems. When any such condition exists the owner of the real estate upon which such system exists shall then be subject to the provisions of these regulations and shall be required to apply for a small on-site wastewater permit in order to modify the existing system or construct a new system within a reasonable time as prescribed by the administrative authority except in cases in which the Administrative Authority determines that a permit should be denied under section 4.5.8.3 of these regulations, in which case the Administrative Authority shall grant the property owner or occupant a reasonable time to connect to a public sewer as warranted under the circumstances. No small on-site wastewater system shall be presumed to be in compliance with these regulations which has not been operable or used for a period of one hundred eighty (180) or more consecutive days or for which a construction permit has been issued pursuant to these regulations. No on-site sewage treatment lagoon otherwise subject to these regulations which existed on or before the date these regulations were first enacted that has a minimum surface area of nine hundred square (900') feet and is surrounded by a thirty-nine (39") inch or taller fence or other fence designed to prevent animals and children from entering the enclosed area and that is without observable functional deficiencies shall be considered to be in violation of the foregoing sections or other applicable law, rules or regulations based solely upon size or location or general condition. No subsurface sewage treatment system otherwise subject to these regulations which existed on or before the date these regulations were first enacted that does not exhibit any chronic surface discharge shall be considered to be in violation of the foregoing sections or other applicable law, rule or regulation based solely

upon known or unknown design, components or configuration unless there is other evidence demonstrating one or more violations of said sections or other applicable law, rules or regulations.

- 4.9 **Discharge of Wastewater Off Property Prohibited:** No person or property owner may operate an on-site waste water treatment or sewage disposal system or transport and dispose of waste removed therefrom in such a manner that may result in the contamination of surface waters or groundwater or present a nuisance or imminent health hazard to any other person or property owner and that does not comply with the requirements of these regulations or sections 701.025 to 701.059 and the on-site sewage disposal rules promulgated under sections 701.025 to 701.059 by the department, whichever standards are higher. No person shall permit treated or untreated wastewater or effluent to discharge from the real estate upon which an onsite wastewater treatment or sewage disposal system exists or is required by these regulations or state law except that any person may discharge treated wastewater on to the property owned by another if such person has an easement or other lawful possessory interest in real estate which permits such person to discharge such treated wastewater on to such real estate within the boundaries described by such easement or possessory interest.
- 4.10 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri and by order of the Boone County Commission in incorporated municipalities which petition the Boone County Commission to be included and the Boone County Commission agrees to order their inclusion after public hearing thereon.
- 4.11 **Fees:** The County Commission may from time to time impose such user fees, such as permit fees or inspection fees, as it may deem appropriate so long as such

fees comply with the provisions of Section 192.300, RSMo, and are otherwise authorized by law.

**CHAPTER VI  
PUBLIC HEALTH HAZARDS AND PUBLIC NUISANCES**

- 6.1 **Purposes:** The regulations in this chapter are enacted for the purpose of regulating and eliminating public health hazards and public nuisances in order to protect and promote the public health and safety and prevent the entrance of infectious, contagious, communicable or dangerous disease into Boone County, Missouri.
- 6.2 **Authority:** These regulations are enacted under authority vested in the County Commission of Boone County, Missouri by sections 192.300 and 67.402, RSMo
- 6.3 **Definitions:** As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the following meanings:
- 6.3.1 **Agricultural Property** -Property which is zoned for agricultural uses under the zoning regulations of Boone County except properties within such zones which have been subdivided under the subdivision regulations of Boone County for residential uses.
- 6.3.2 **Dismantled vehicle** - Any vehicle missing significant body parts such as the hood, fender, cab, door or trunk lid.
- 6.3.3 **Health Director** - Any person appointed by the Boone County Commission to supervise the administration of this chapter or such other person(s) so designated on a temporary basis by order of the Boone County Commission.
- 6.3.4 **Health Official** - Any employee of the Boone County, Missouri Health Department or any other person so appointed by the Health Director with the advice and consent of the Boone County Commission to administer or enforce the provisions of this chapter.

6.3.5 **Inoperable vehicle** - Any vehicle that does not possess an engine, has one or more flat or missing tires, or is otherwise incapable of being operated for lack of a major component of the vehicle.

6.3.6 **Junk** - Worn, scrap, salvage or discarded materials of any nature including, but not limited to metal, glass, paper, cardboard, wood, clothing, furniture, carpeting, vehicle parts, appliances, construction material, or other trash and refuse.

6.3.7 **Junk-filled vehicle** - Any vehicle used to store junk provided that the junk occupies more than one-half of the enclosed area of the vehicle, or junk is piled on the hood, roof or trunk of the vehicle, or if the vehicle is a truck, any junk in the bed of the vehicle extends higher than three feet above the bed of the vehicle.

6.3.8 **Person** - Any natural person, business entity of any type, corporation, trust, association of any type, or any agent, officer or employee of any of the foregoing.

6.3.9 **Public Health Hazard** - Any condition upon real property which poses an immediate and direct hazard to human health due to the existence of the condition itself or due to the immediate threat of transmission of disease through insects, animals, or other means of transmission or infection.

6.3.10 **Public Nuisance** - A condition in real estate creating a potential danger or hazard to human health if left unremedied due to the existence of the condition itself or due to the potential transmission of disease through insects, animals or other means of transmission or infection. Such conditions may include the presence of rubbish and trash, lumber, bricks, tin, steel, parts of derelict motorcycles, derelict cars, derelict trucks, derelict construction equipment, derelict appliances, broken furniture, or overgrown or noxious weeds in

residential subdivisions which may endanger public safety or which are unhealthy or unsafe and therefore declared to be a public health nuisance.

6.3.11 **Property Occupant** - Any person who owns real property upon which a public health hazard or nuisance exists, and any person in possession or charge of real property who has created, maintained, or otherwise facilitated a health hazard or public nuisance upon such property.

6.3.12 **Trash** – Any waste matter, including but not limited to, junk (as defined above) and tires.

6.3.13 **Unlicensed vehicle** - Any vehicle that is not validly registered under the motor vehicle laws of the State of Missouri or the laws of any other jurisdiction and any vehicle that does not display a valid current license plate in conformance with the laws of the jurisdiction in which it is registered.

6.3.14 **Vehicle** - Any device designed for the motorized transportation of persons or property over public ways.

6.3.15 **Weeds** - The term weeds shall be interpreted to include all vegetation commonly known as weeds, excluding cultivated vegetation, which shall have attained a height of 12 inches or more and vegetation which may exhale unpleasant or noxious odors.

6.4 **Jurisdiction:** The regulations contained in this chapter shall be applicable to all unincorporated areas within Boone County, Missouri. Any incorporated area in Boone County not included in these regulations may be declared included by order of the Boone County Commission only after petition for such declaration has been filed by the governing body of such incorporated area and after public hearing thereon. These regulations shall particularly exclude agricultural interests which in these matters are regulated by other state and national agencies.

- 6.5 **Solid Waste Storage:** It shall be unlawful for any property occupant or other person who possesses or uses real estate in the jurisdiction to which these regulations are applicable to place, permit placement, or maintain upon such real estate an accumulation of junk, trash, rubbish, garbage, lumber, bricks, tin, steel, derelict and inoperable construction equipment, derelict and inoperable appliances, broken furniture or other refuse in a condition which constitutes a public nuisance, except that this section shall not apply to:
- 6.5.1 **Temporary Storage** - Temporary storage of trash, garbage or other refuse in closed containers which prevent invasion of animals or insects for a time period not exceeding fourteen calendar days from the date they are disposed of lawfully,
- 6.5.2 **Composting** - Composting nontoxic agricultural, organic or domestic waste.
- 6.6 **Public Health Hazards/Public Nuisances/Rat Harborage:** It shall be unlawful to permit a public health hazard or public health nuisance as defined by sections 6.3.9 and 6.3.10 of this Chapter upon real property. It shall be unlawful to keep, maintain or store upon real property refuse in a manner or condition which is conducive to rat infestation or breeding; any such violation shall constitute a public health nuisance.
- 6.7 **Weeds and Rank or Noxious Plants:** It shall be unlawful to permit the growth of weeds or other rank or noxious plants as the terms are defined in these regulations upon any residential lot or within any residential subdivision or district except agricultural property; provided, however, that this exemption for agricultural property does not supersede any provision of state law governing the control or elimination of weeds or other rank or noxious plants.
- 6.8 **On Site Sewage Treatment and Disposal:** It shall be unlawful to discharge

untreated and uncontained household or human sewage effluent from any building or structure above or below the ground surface. It shall be unlawful to operate or maintain or permit the operation or maintenance of a subsurface wastewater treatment system which causes chronic surface discharge of treated or untreated effluent. It shall be unlawful to operate or maintain or permit the operation or maintenance of a wastewater lagoon treatment system which causes chronic surface or subterranean discharge of treated or untreated effluent. Any unlawful discharge described herein shall constitute a public nuisance.

6.9 **Vehicle Nuisance; Exceptions** - The presence upon any private property within the jurisdiction to which these regulations are applicable of an unlicensed, dismantled, inoperable or junk-filled vehicle is declared to be a public nuisance and it is hereby declared unlawful for any person to cause, permit, maintain or allow the creation or maintenance of any vehicle nuisance in violation of this section. This declaration of nuisance in this section shall not apply to any property that is the site of a lawful motor vehicle sales or service business, a lawful towing or storage facility or a lawful junkyard; to any vehicle that is kept or stored in a garage or similar fully enclosed structure; to any vehicle that is enclosed within a locked fenced area and is not clearly visible from adjacent public or private property, and to any unlicensed vehicle that is kept or stored in a carport provided that the unlicensed vehicle is not also a dismantled or inoperable or junk-filled vehicle.

6.10 **Abatement of Public Health Hazards and Public Nuisances:** Public health hazards and public nuisances shall be abated in accordance with the following rules and procedures:

6.10.1 **Determination of Public Health Hazards and Public Nuisances:** It shall

be the duty of the Health Director and/or Health Official to determine whether or not a public health hazard or public nuisance as defined in these regulations exists. In the event the Health Director or a Health Official determines that a public health hazard or nuisance exists upon any real estate, then he or she shall promptly give written notice of that determination to the property occupant, owner, and any other persons having an interest in the property as shown by the land records maintained by the Recorder of Deeds of the County, by personal service upon such persons, or by certified mail, return receipt requested, or if service cannot be had by either of these methods, then service upon them by publication in a newspaper of general circulation published within the geographic vicinity where the violation occurred. Such notice shall identify the nuisance and require the persons to whom notice was given to abate the nuisance within 15 days of receipt of notice, or such other shorter or longer time as reasonably determined by the Director or Health Official giving notice. Further, if the Director or Health Official determines that the immediate abatement is necessary to preserve the public health or safety, then in such cases immediate abatement may be ordered as provided in section 6.10.2 regardless of property occupant abatement obligations hereunder.

**6.10.2 Governmental Abatement of Public Health Hazards and Public Nuisances** –If a property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated by the Health Director or Health Official fails to abate a health hazard or nuisance within the time specified in the notice for abatement, or if the property occupant, or other person having interest in real estate upon which a public health hazard or nuisance has been ordered abated fails to commence abatement within seven days

of receipt of notice of the Health Director's or Health Officials order for abatement and proceed continuously with abatement without unnecessary delay, then the Health Director or other Health Official may request a hearing before the County Commission for an order to abate any public health hazard or nuisance as defined in these regulations through use of governmental resources or by government contract with the expense of such abatement to be charged against the property as a special tax bill, or added to the real estate taxes due and owing for the year in which governmental abatement occurs. Notice of such hearing shall be given to all persons to whom a notice of abatement had been previously given and to such other persons who may have been disclosed to the Health Director or Health Official as having an interest in the property; such notice shall be given at least 10 days in advance of the hearing. At such hearing all persons to whom notice has been given shall have an opportunity to be heard as to whether the property is a public health hazard or public nuisance, or otherwise detrimental to the health, safety or welfare of the residents of the county, provided, however, it shall be presumed that the public health hazard or public nuisance exists upon such property if no appeal of the decision of the Health Director or Health Official that such public health hazard and nuisance exists is made in the time and manner as prescribed by section 6.10.3 of this regulation. Upon the conclusion of any such hearing the County Commission shall issue its order making specific findings of fact based upon competent and substantial evidence presented at such hearing, which shows the property does or does not constitute a public health hazard or public nuisance, or is otherwise detrimental to the health, safety and welfare of the residents of the County. If the County Commission finds such public health hazard or public nuisance exists, it may authorize the Health Director or Health

Official to order abatement of such health hazard or nuisance at governmental expense if the property owner or other persons given notice of the hearing and having an interest in the property did not commence abatement previously ordered by the Health Director or Health Official within seven days of the receipt of the order for abatement issued by the Health Director or Health Official, with the cost thereof to be certified to the County Clerk and County Collector for purposes of issuance of a special tax bill or additional tax on the real estate tax bill to be collected as other real estate taxes as prescribed by §67.402.3 RSMo.

**6.10.3 Right of Appeal:** A property occupant or other person given notice by the Health Director or Health Official shall have the right to appeal such decision to the County Commission provided such appeal is made and filed with the County Commission within 15 days of personal service or receipt of written notice by certified mail of the Health Director's decision, or before the time specified for abatement, whichever is shorter. Decisions made by the County Commission concerning such appeals shall be final for purposes of judicial review.

BILL NO. 10092025 ORDINANCE NO. 966

A BILL TO CREATE AN ORDINANCE ENTITLED:

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE  
CITY OF STURGEON AND COUNTY OF BOONE, STATE OF MISSOURI**

WHEREAS, County of Boone, State of Missouri ("County") has duly enacted certain regulations pertaining to Small On-site Wastewater Systems and Public Health Hazards and Nuisances as it pertains to Sewage Treatment and Disposal pursuant to Section 192.300, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City of Sturgeon, Missouri ("Sturgeon") has enacted Chapter IV, Small On-site Wastewater Systems, and Chapter VI, Public Health Hazards and Nuisances as the same apply to enforcement of section 6.8, On-site Sewage Treatment and Disposal, Boone County Code of Health Regulations (herein simply called "Wastewater Codes"), and desires to establish a program for inspection and enforcement of its Wastewater Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to continue their agreement to have a uniform program for Wastewater Code inspection and enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo., and

WHEREAS, the parties desire to enter into an On -Site Wastewater Code Enforcement Cooperative Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN of the City of Sturgeon, Missouri, the following:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the On - Site Wastewater Code Enforcement Cooperative Agreement attached hereto as Exhibit A, subject to the provisions of Section 2 hereof.

SECTION 2. The Board of Aldermen hereby approves the On -Site Wastewater Code Enforcement Cooperative Agreement, attached hereto as Exhibit A, subject to completion of references to this ordinance.


SECTION 3. The Board of Aldermen hereby empowers the County through the Boone County Resource Management Department to administer and enforce Chapter 700 Article V of the Code of Ordinances of the City of Sturgeon.

SECTION 4. Upon the effective date of this Ordinance as provided in Section 5 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the On -Site Wastewater Code Enforcement Cooperative Agreement on behalf of the City of Sturgeon.

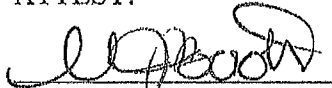
SECTION 5. This Ordinance shall be in full force and effect immediately after its passage and adoption.

THIS ORDINANCE SHALL HAVE IMMEDIATE FORCE AND EFFECT UNDER THE LAWS OF THE CITY AND STATE OF MISSOURI.

READ TWO TIMES AND PASSED THIS 22nd DAY OF SEPTEMBER, 2025.

  
\_\_\_\_\_  
Mayor, Seth Truesdell

ATTEST:

  
\_\_\_\_\_  
City Clerk, Melissa Boots

183 -2026

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

April Session of the January Adjourned

Term. 20 26

County of Boone

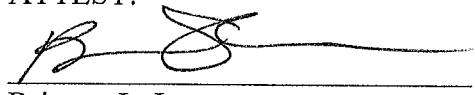
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

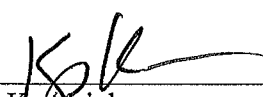

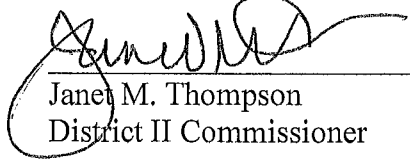
Now on this day, the County Commission of the County of Boone does hereby approve the Amendment #1 for Dept 1244 ( Court OPS Grants) Stop VAWA Grant.

Done this 9<sup>th</sup> day of April 2026.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

1/1/26  
EFFECTIVE DATE

\*CORRECTED\*

MAR 18 2026

FOR AUDITORS USE

BOONE COUNTY  
AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1244	3411	GF Court OPS Grants(VAWA)	Federal grant reimbursement		81,317
1244	71100	GF Court OPS Grants(VAWA)	Outside Services		<del>60,950</del> <span style="font-size: 1.2em;">31,580</span>
1244	10100	GF Court OPS Grants(VAWA)	Salaries & Wages		<del>35,999</del> <span style="font-size: 1.2em;">33,819</span>
1244	10200	GF Court OPS Grants(VAWA)	FICA		2,587
1244	10300	GF Court OPS Grants(VAWA)	Health & Dental Insurance		9,028
1244	10310	GF Court OPS Grants(VAWA)	County HAS Contribution		1,625
1244	10325	GF Court OPS Grants(VAWA)	Disability Insurance		122
1244	10350	GF Court OPS Grants(VAWA)	Life Insurance		86
1244	10400	GF Court OPS Grants(VAWA)	Workman's Comp		1,140
1244	10500	GF Court OPS Grants(VAWA)	401(A) Match Plan		618
1244	10510	GF Court OPS Grants(VAWA)	CERF-Employer PD Contributions		712
<b>162,634</b>					<del>494,484</del>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

\*CORRECTED Health & Dental Insurance amt. Originally listed as \$9428.00, corrected to \$9028.00. Please add funds to Dept 1244 for the VAWA grant, subaward 2026-VAWA-1, in the amount of \$162,633.34 for the time period of January 1, 2026 to December 31, 2027. Includes wages and benefits for Domestic Assault Coordinator and services for Domestic Assault Offense Participants. Please see attached documents for salary and benefit breakdown.

\_\_\_\_\_  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments: Stop VAWA Grant 2026

Ⓢ   
\_\_\_\_\_  
Auditor's Office

Agenda

\_\_\_\_\_  
DISTRICT I COMMISSIONER

\_\_\_\_\_  
DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. NOTE: The 10-day period may not be waived.
- The Budget Amendment may not be approved prior to the Public Hearing.

Columbia Missouri 65201- 4487  
 City State/Province Postal Code/Zip +4

County\*: Boone  
 Congressional District\*: 09  
 Hold "CTRL" to add additional districts  
 Phone\*: (573) 886-4060 Ext. ###-###-####  
 Fax: (573) 886-4070 ###-###-####

**Attachments**

Description	File Name	Type	Size	Upload Date
No files attached.				

**Budget**

*247.*

Line Number	Name	Title	Employment Position	Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
0	Lori	Domestic Assault Court	Retained FT		\$1,369.20	52.00	95.00	\$67,638.48	0.00	\$0.00	\$67,638.48
		Zuroweste Coordinator									
0	Lori		Retained FT		\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
		Zuroweste									
								\$67,638.48		\$0.00	\$67,638.48

*1 year*

*33,811*

*3509*

**Personnel Justification**

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Personnel Justification :**

The DACC performs a variety of functions, which include monitoring defendants' attendance and participation in BIPs and coordinating with probation and court services in monitoring compliance with other court-ordered conditions of probation. When non-compliance occurs the DACC takes action based on a graduated range of sanctions including sending warning letters to defendants, talking and meeting with defendants, and informing the defendant's probation officer of noncompliance. When appropriate, noncompliance is reported to the domestic violence judge so the judge can have the discretion whether to set a show cause or probation violation hearing. In addition, the DACC administers grant funds; collects, maintains, and analyzes data regarding court programs, and assists the Court on domestic violence cases as needed. The DACC also reviews the dockets for Adult Abuse hearings (orders of protection) and informs the judge if the respondent has pending criminal charges for domestic

violence. In 2017 the DACC started doing bond investigations in Callaway County for domestic violence cases and makes bond recommendations to the judge. A total of 52 Bond investigations were completed in Callaway County for DV related cases from January 2024 through December 2025. The DACC also monitors DV defendants on bond as ordered by the Court in Callaway County. The DACC also acts as the court's liaison to BIPs (Compass Health and TMT Consulting), prosecutors, defense counsel, law enforcement, probation officers, and local CRTs regarding court programs and procedures. This has allowed the court to realistically require defendants to enroll in a BIP within approximately one month. Prior to the hiring of the DACC it took a defendant an average of 143 days to enroll in the program. Additionally, it is expected the defendant begin class one week after enrolling in the program. Prior to the DACC, it took a defendant an average of 78 days to enroll in the program. Moreover, the time period between defendants being terminated from a BIP or placed on hold and the court receiving notification of such action has been significantly reduced from one month or more to 1-2 weeks. Thus, the DACC has significantly reduced the time periods for defendants to start the program and the court receiving notification on noncompliance, which ultimately increases offender accountability.

Calculations for salary and benefits are based on Boone County employees being paid bi-weekly, resulting in 26 pay periods per year. This includes a salary increase for the grant term, which resulted from the new comprehensive Boone County pay plan taking effect January 1, 2026. This position will be a 30 hour per week employee, or .75 FTE. It should be noted this is a change from previous grant applications of 32 hours per week (.80 FTE), but will not change the scope of the project or be a reduction in any services provided.

The most recent DACC has a Bachelor's of Science in Psychology from Culver-Stockton College. She was employed within the 13th Circuit 12/10/19 to 10/1/23 and then returned on 2/9/25. Prior to this, she was employed with Department of Corrections as a Probation & Parole Officer. She retired after 29 years of service.

**Personnel Benefits**

*2 year*

Line Number	Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share	
0	Deferred Comp	401 A Match (2026 and 2027)	\$25.00	52.0000	95.0000	\$1,235.00	0.00	\$0.00	\$1,235.00	618
0	Dental Insurance	Dental Insurance (2026 and 2027)	\$35.00	24.0000	95.0000	\$798.00	0.00	\$0.00	\$798.00	399
0	Disability Insurance	Disability Insurance (2026 and 2027)	\$71,198.40	0.0036	95.0000	\$243.50	0.00	\$0.00	\$243.50	122
0	FICA/Medicare	FICA/MEIXCARE	\$71,198.40	0.0765	95.0000	\$5,174.34	0.00	\$0.00	\$5,174.34	258
0	Life Insurance	Life Insurance (2026 and 2027)	\$7.50	24.0000	95.0000	\$171.00	0.00	\$0.00	\$171.00	86
0	Medical Insurance	Medical Insurance (2026 and 2027)	\$792.00	24.0000	95.0000	\$18,057.60	0.00	\$0.00	\$18,057.60	9028
0	Workers Comp	Workers Comp (2026 and 2027)	\$71,198.40	0.0337	95.0000	\$2,279.42	0.00	\$0.00	\$2,279.42	1142
						\$27,958.86		\$0.00	\$27,958.86	13,97

*1 year*

**Personnel Benefits Justification**

If personnel benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Benefits Justification:**

The benefits stated are currently provided to all Boone County employees. The rates provided above are based on the December 29, 2024, letter from the Boone County Auditor and are effective January 1, 2026. We are using the same rates for the grant period as we do not have the rates for 2027. In the Auditor's letter it states that "premiums are determined annually through the budget process and approved with adoption of the annual budget."

Health Insurance (Medical) - Effective January 1, 2026, the rate will be \$ 9264 - \$9504 annually per employee.

Dental Insurance - In 2026 the rate will be \$420 annually. The rate was set by the county. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit at the same rate.

**Supplies/Operations**

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
-------------	------	-------------------------	-----------	----------	------------------------	------------	---------------	-------------------	---------------------

No Data for Table

**Supplies/Operations Justification**

If supplies/operations are included in the budget, provide justification for each expense.

Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Supplies/Operations Justification:**

**Contractual**

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
0	Boone County BIP per year	Annual	\$43,600.00	2.00	100.00	\$87,200.00	47.00	\$40,984.00	\$46,216.00
0	Callaway County BIP per year	Annual	\$17,350.00	2.00	100.00	\$34,700.00	40.00	\$13,880.00	\$20,820.00
						\$121,900.00		\$54,864.00	\$67,036.00

**Contractual Justification**

If contractual or consultant services are included in the budget, provide justification for each expense.

Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Contractual Justification:**

An essential component of the domestic violence docket is the requirement that some defendants attend a BIP as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. In 2006, Compass Health obtained grant funding for its BIP, MEND. This allowed participants who could not afford the total cost of \$1,100 (\$40 per class for 27 classes plus \$20 orientation fee) for the 27-week program to still attend the program. The grant funding discontinued in 2008. To make the program financially feasible for defendants, the court applied for the STOP-VAWA funding for the program in 2008. The current funding permits up to \$30 of the \$40 per class fee. The remaining portion, or copay, which is a minimum of \$10 per class, is calculated utilizing a sliding scale, and is paid for by the defendants. Currently, there a total of 57 participants enrolled in the BIP program with Compass Health and TMT in the two counties. Approximately 70% of participants financially qualify to use grant funds. 64% of participants utilize the full extent of the grant and 6% of participants utilize the grant for less than the full benefit, paying \$12 to \$35 per class. The funds designated as match in this section will be provided by the portion of BIP fees paid by defendants. The portion paid by defendants is currently \$10 to \$40 per class. The amount defendants are required to pay is determined utilizing a sliding scale based on income and dependants.

**BOONE COUNTY BIP**

BIP billing for both Compass Health and TMT Consulting for Boone County, the total classes and orientation for 2023 was \$38,380.00,

with defendants paying \$23,207.00, or 60% The total classes and orientation for 2024 was \$33,960 with defendants paying \$18,827 or 55% The total classes and orientation for January - July of 2025 was \$18,980 with defendants paying \$10,341 or 54% Averaging the first 7 months of 2025, the approximate total billing for the year will be around \$33,320.00 with \$17,727 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$35,220.00 a year with 57% or \$19,920 paid by the defendants.

**CALLAWAY COUNTY BIP**

Per Compass Health billing for Callaway County, the total classes and orientation for 2023 was \$25,060 with defendants paying \$14,115.00, or 56% The total classes and orientation for 2024 was \$17,680 with defendants paying \$8,291 or 47% The total classes and orientation for January - July of 2025 was \$16,900 with defendants paying \$8,666 or 51% Averaging the first 7 months of 2025, the approximate total billing for the year will be around \$28,971 with \$14,856 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$23,904 a year with \$12,421 or 52% paid by the defendants.

For the 2026 and 2027 years, the defendants will continue to have the choice to attend either BIP offered at Compass Health or TMT Consulting. Both entities are 27 week programs and are the same price for classes. Both facilities use the sliding scale.

**Indirect Costs**

Line Number	Item	Project Costs	Indirect Type	Indirect Rate	Total Indirect Costs	Local Match %	Local Match Share	Federal/State Share
-------------	------	---------------	---------------	---------------	----------------------	---------------	-------------------	---------------------

No Data for Table

**Indirect Cost Justification**

N/A

**Total Budget**

Total Federal/State Share:	\$162,633.34	74.30%
Total Local Match Share:	\$56,264.00	25.70%
Total Project Cost:	\$218,897.34	

**Claims**

---

**Closeout**

---

**Closeout**

Final Claim Report submitted:

N/A

Final Status Report submitted:

N/A

Grantee has completed all financial and programmatic requirements as required at the present time and as outlined by the funding opportunity?:

Comments:

Approved by:

Name

Date

**Contact Information**

---

**Contact Information**

Authorized Official

115-2026

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

March Session of the January Adjourned

Term 2026

County of Boone } ea.

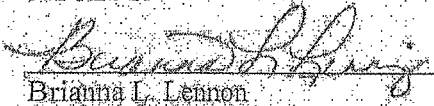
In the County Commission of said county, on the 10th day of March 20 26

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached 2026 VAWA Grant Award.

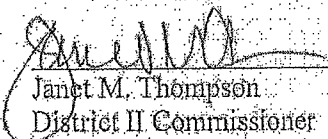
Done this 10<sup>th</sup> day of March 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
SUBAWARD

P.O. Box 749  
Jefferson City, MO 65102  
Phone: (573) 781-4905

<b>Subrecipient Name:</b>		<b>Subrecipient UEI Number:</b>	
13th Judicial Circuit Court		T3NHKKJW27K8	
<b>DPS Funding Opportunity Title:</b>	<b>Project Period Start Date:</b>	<b>Project Period End Date:</b>	
2026-2027 STOP Violence Against Women (VAWA)	January 1, 2026	December 31, 2027	
<b>Project Title:</b>		<b>Subaward Number:</b>	
Integrated Domestic Violence Program		2026-VAWA-01	
<b>Project Description:</b>			
The integrated Domestic Violence Program consists of the specialized domestic violence dockets; the utilization of MEND and EMBRACE/EMBRACE U programs as part of a graduated range of sanctions for offenders; and the DACG (Domestic Assault Court Coordinator), a court employee dedicated to the domestic violence dockets, who tracks and reports on participants in both BIP programs as well as all domestic cases, acts as a liaison to domestic violence docket stakeholders, and assists with the processing of domestic violence cases.			
<b>Subaward Total:</b>		<b>GFDA Number:</b>	
\$162,633.34		16,688	
<b>Research and Development Project:</b>		<b>Indirect Cost Rate for Federal Award:</b>	
No		N/A	
<b>Name of Federal Awarding Agency:</b>			
Department of Justice, Office on Violence Against Women			
<b>Name of State Administering Agency (SAA):</b>		<b>SAA Federal Award Number and Award Date:</b>	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		15JOVW-23-GG-00582-STOP, 9/13/2023 15JOVW-24-GG-00604-STOP, 9/13/2024	
This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
<b>Subrecipient Authorized Official (AO) Name:</b>		<b>Subrecipient Project Director (PD) Name:</b>	
Kip Kendrick		Derek Hux	
<b>Subrecipient AO Signature:</b>	<b>Date:</b>	<b>Subrecipient PD Signature:</b>	<b>Date:</b>
	3/10/2026		
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
<b>Authorized Official, Missouri Department of Public Safety</b>		<b>Subaward Date</b>	
		02/20/2026	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26


In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

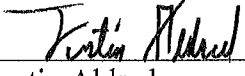
Now on this day, the County Commission of the County of Boone does hereby approve the budget revision for Department 1244 (Court OPS Grants) Stop VAWA Grant.

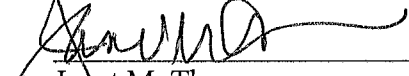
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

2/5

BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET AMENDMENT

RECEIVED

1/1/26  
EFFECTIVE DATE

\*CORRECTED\*

MAR 18 2026

FOR AUDITORS USE

BOONE COUNTY  
AUDITOR

(Use whole \$ amounts)

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1244	3411	GF Court OPS Grants(VAWA)	Federal grant reimbursement		81,317
1244	71100	GF Court OPS Grants(VAWA)	Outside Services		3,580 <del>60,950</del>
1244	10100	GF Court OPS Grants(VAWA)	Salaries & Wages	36,660	32,817 <del>85,000</del>
1244	10200	GF Court OPS Grants(VAWA)	FICA	2,804	2,587
1244	10300	GF Court OPS Grants(VAWA)	Health & Dental Insurance	8,004	9,028
1244	10310	GF Court OPS Grants(VAWA)	County HAS Contribution	1,500	1,625
1244	10325	GF Court OPS Grants(VAWA)	Disability Insurance	114	122
1244	10360	GF Court OPS Grants(VAWA)	Life Insurance	90	86
1244	10400	GF Court OPS Grants(VAWA)	Workman's Comp	659	1,140
1244	10500	GF Court OPS Grants(VAWA)	401(A) Match Plan	675	648
1244	10510	GF Court OPS Grants(VAWA)	CERF-Employer PD Contributions	733	742
				- 164,136 + 62,634 494,484	

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

\*CORRECTED Health & Dental Insurance amt. Originally listed as \$9428.00, corrected to \$9028.00. Please add funds to Dept 1244 for the VAWA grant, subaward 2026-VAWA-1, in the amount of \$162,633.34 for the time period of January 1, 2026 to December 31, 2027. Includes wages and benefits for Domestic Assault Coordinator and services for Domestic Assault Offense Participants. Please see attached documents for salary and benefit breakdown.

*[Signature]*  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.

Comments: Stop VAWA Grant 2026

Agenda

*[Signature]*  
Auditor's Office

*[Signature]*  
PRESIDING COMMISSIONER

*[Signature]*  
DISTRICT I COMMISSIONER

*[Signature]*  
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES  
Each year the Board of Supervisors reviews the Budget Amendment process and reports to the Commission. The Commission reviews the Budget Amendment and reports to the Board of Supervisors. The Board of Supervisors reviews the Budget Amendment and reports to the Board of Supervisors. The Board of Supervisors reviews the Budget Amendment and reports to the Board of Supervisors.

Columbia Missouri 65201- 4487  
 City State/Province Postal Code/Zip +4

County\*: Boone  
 Congressional District\*: 09  
 Hold "CTRL" to add additional districts  
 Phone\*: (573) 886-4060 Ext. #####-####-#####  
 Fax: (573) 886-4070  
 #####-####-#####

**Attachments**

Description File Name Type Size Upload Date  
 No files attached.

**Budget**

**Personnel**

Line Number	Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
0	Lori Zurowesta	Domestic Assault Court Coordinator	Retained	FT	\$1,369.20	52.00	95.00	\$67,638.48	0.00	\$0.00	\$67,638.48
0	Lori Zurowesta		Retained	FT	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	\$0.00
								\$67,638.48		\$0.00	\$67,638.48

247.

Year  
 33,81  
 35,99

**Personnel Justification**

If personnel is included in the budget, provide justification for each position.

If the position is new (created), provide a description of the job responsibilities the individual will be expected to perform. If the position exists (retained), provide a description of the job responsibilities and the experience and/or any certification the individual possesses.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If a salary increase is included, address the type/reason for such increase, the percentage of increase, and the effective date of the increase.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Personnel Justification :**

The DACC performs a variety of functions, which include monitoring defendants' attendance and participation in BIPs and coordinating with probation and court services in monitoring compliance with other court-ordered conditions of probation. When non-compliance occurs the DACC takes action based on a graduated range of sanctions including sending warning letters to defendants, talking and meeting with defendants, and informing the defendant's probation officer of noncompliance. When appropriate, noncompliance is reported to the domestic violence judge so the judge can have the discretion whether to set a show cause or probation violation hearing. In addition, the DACC administers grant funds; collects, maintains, and analyzes data regarding court programs, and assists the Court on domestic violence cases as needed. The DACC also reviews the dockets for Adult Abuse hearings (orders of protection) and informs the judge if the respondent has pending criminal charges for domestic

violence. In 2017 the DACC started doing bond investigations in Callaway County for domestic violence cases and makes bond recommendations to the judge. A total of 52 Bond Investigations were completed in Callaway County for DV related cases from January 2024 through December 2025. The DACC also monitors DV defendants on bond as ordered by the Court in Callaway County. The DACC also acts as the court's liaison to BIPs (Compass Health and TMT Consulting), prosecutors, defense counsel, law enforcement, probation officers, and local CRTs regarding court programs and procedures. This has allowed the court to realistically require defendants to enroll in a BIP within approximately one month. Prior to the hiring of the DACC it took a defendant an average of 143 days to enroll in the program. Additionally, it is expected the defendant begin class one week after enrolling in the program. Prior to the DACC, it took a defendant an average of 75 days to enroll in the program. Moreover, the time period between defendants being terminated from a BIP or placed on hold and the court receiving notification of such action has been significantly reduced from one month or more to 1-2 weeks. Thus, the DACC has significantly reduced the time periods for defendants to start the program and the court receiving notification on noncompliance, which ultimately increases offender accountability.

Calculations for salary and benefits are based on Boone County employees being paid bi-weekly, resulting in 26 pay periods per year. This includes a salary increase for the grant term, which resulted from the new comprehensive Boone County pay plan taking effect January 1, 2026. This position will be a 30 hour per week employee, or .75 FTE. It should be noted this is a change from previous grant applications of 32 hours per week (.80 FTE), but will not change the scope of the project or be a reduction in any services provided.

The most recent DACC has a Bachelor's of Science in Psychology from Culver-Stockton College. She was employed within the 13th Circuit 12/10/19 to 10/1/23 and then returned on 2/9/25. Prior to this, she was employed with Department of Corrections as a Probation & Parole Officer. She retired after 29 years of service.

**Personnel Benefits**

2 year

Line Number	Category	Item	Salary/Premium	Percentage of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share	1 year
0	Deferred Comp	401 A Match (2026 and 2027)	\$25.00	52.0000	95.0000	\$1,235.00	0.00	\$0.00	\$1,235.00	618
0	Dental Insurance	Dental Insurance (2026 and 2027)	\$35.00	24.0000	95.0000	\$798.00	0.00	\$0.00	\$798.00	399
0	Disability Insurance	Disability Insurance (2026 and 2027)	\$71,198.40	0.0036	95.0000	\$243.50	0.00	\$0.00	\$243.50	122
0	FICA/Medicaid	FICA/MEDICARE	\$71,198.40	0.0765	95.0000	\$5,174.34	0.00	\$0.00	\$5,174.34	258
0	Life Insurance	Life Insurance (2026 and 2027)	\$7.50	24.0000	95.0000	\$171.00	0.00	\$0.00	\$171.00	86
0	Medical Insurance	Medical Insurance (2026 and 2027)	\$792.00	24.0000	95.0000	\$18,057.00	0.00	\$0.00	\$18,057.00	9028
0	Workers Comp	Workers Comp (2026 and 2027)	\$71,198.40	0.0337	95.0000	\$2,279.42	0.00	\$0.00	\$2,279.42	1144
						\$27,958.86		\$0.00	\$27,958.86	13,91

**Personnel Benefits Justification**

If personnel benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Benefits Justification:**

The benefits stated are currently provided to all Boone County employees. The rates provided above are based on the December 29, 2024 letter from the Boone County Auditor and are effective January 1, 2026. We are using the same rates for the grant period as we do not have the rates for 2027. In the Auditor's letter it states that "premiums are determined annually through the budget process and approved with adoption of the annual budget."

Health Insurance (Medical) - Effective January 1, 2026, the rate will be \$ 9264 - \$9504 annually per employee.

Dental Insurance - In 2026 the rate will be \$420 annually. The rate was set by the county. As insurance is a benefit offered to all staff, the court is requesting the grant cover this benefit at the same rate.

**Supplies/Operations**

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
-------------	------	-------------------------	-----------	----------	------------------------	------------	---------------	-------------------	---------------------

No Data for Table

**Supplies/Operations Justification**

If supplies/operations are included in the budget, provide justification for each expense.

Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Supplies/Operations Justification:**

**Contractual**

Line Number	Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
0	Boone County BIP per year	Annual	\$43,800.00	2.00	100.00	\$87,200.00	47.00	\$40,084.00	\$46,216.00
0	Callaway County BIP per year	Annual	\$17,350.00	2.00	100.00	\$34,700.00	40.00	\$13,880.00	\$20,820.00
						\$121,900.00		\$54,864.00	\$67,036.00

**Contractual Justification:**

If contractual or consultant services are included in the budget, provide justification for each expense.

Address why each item is necessary for the proposed project and who will benefit from the services.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

**Contractual Justification:**

An essential component of the domestic violence docket is the requirement that some defendants attend a BIP as part of a graduated range of sanctions that uses the coercive power of the criminal justice system to hold abusers accountable for their criminal action and for changing their behavior. In 2006, Compass Health obtained grant funding for its BIP, MEND. This allowed participants who could not afford the total cost of \$1,100 (\$40 per class for 27 classes plus \$20 orientation fee) for the 27-week program to still attend the program. The grant funding discontinued in 2008. To make the program financially feasible for defendants, the court applied for the STOP-VAWA funding for the program in 2008. The current funding permits up to \$30 of the \$40 per class fee. The remaining portion, or copay, which is a minimum of \$10 per class, is calculated utilizing a sliding scale, and is paid for by the defendants. Currently, there are a total of 57 participants enrolled in the BIP program with Compass Health and TMT in the two counties. Approximately 70% of participants financially qualify to use grant funds, 64% of participants utilize the full extent of the grant and 6% of participants utilize the grant for less than the full benefit, paying \$12 to \$35 per class. The funds designated as match in this section will be provided by the portion of BIP fees paid by defendants. The portion paid by defendants is currently \$10 to \$40 per class. The amount defendants are required to pay is determined utilizing a sliding scale based on income and dependants.

**BOONE COUNTY BIP**

BIP billing for both Compass Health and TMT Consulting for Boone County, the total classes and orientation for 2023 was \$38,380.00,

with defendants paying \$23,207.00, or 60%. The total classes and orientation for 2024 was \$33,960 with defendants paying \$18,827 or 55%. The total classes and orientation for January - July of 2025 was \$18,980 with defendants paying \$10,341 or 54%. Averaging the first 7 months of 2025, the approximate total billing for the year will be around \$33,320.00 with \$17,727 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$35,220.00 a year with 57% or \$19,920 paid by the defendants.

**CALLAWAY COUNTY BIP**

Per Compass Health billing for Callaway County, the total classes and orientation for 2023 was \$25,060 with defendants paying \$14,115.00, or 56%. The total classes and orientation for 2024 was \$17,680 with defendants paying \$8,291 or 47%. The total classes and orientation for January - July of 2025 was \$16,900 with defendants paying \$8,666 or 51%. Averaging the first 7 months of 2025, the approximate total billing for the year will be around \$28,971 with \$14,856 paid by the defendants. Averaging the last three years together based on billing, it is expected that the total cost of classes and orientation will be \$23,904 a year with \$12,421 or 52% paid by the defendants.

For the 2026 and 2027 years, the defendants will continue to have the choice to attend either BIP offered at Compass Health or TMT Consulting. Both entities are 27 week programs and are the same price for classes. Both facilities use the sliding scale.

**Indirect Costs**

Line Number	Item	Project Costs	Indirect Type	Indirect Rate	Total Indirect Costs	Local Match %	Local Match Share	Federal/State Share
-------------	------	---------------	---------------	---------------	----------------------	---------------	-------------------	---------------------

No Data for Table

**Indirect Cost Justification**

N/A

**Total Budget**

Total Federal/State Share:	\$182,633.34	74.30%
Total Local Match Share:	\$58,264.00	25.70%
Total Project Cost:	\$218,897.34	

**Claims**

---

**Closeout**

---

**Closeout**

Final Claim Report submitted:

N/A

Final Status Report submitted:

N/A

Grantee has completed all financial and programmatic requirements as required at the present time and as outlined by the funding opportunity?:

Comments:

Approved by:

Name

Date

**Contact Information**

---

**Contact Information**

Authorized Official

**CERTIFIED COPY OF ORDER**

115-2026

STATE OF MISSOURI

March Session of the January Adjourned

Term 2026

County of Boone


In the County Commission of said county on the 10th day of March 2026

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached 2026 VAWA Grant Award.

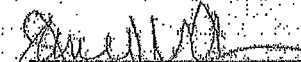
Done this 10<sup>th</sup> day of March 2026.

ATTEST:

  
Brianna L. Lemon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Alford  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
SUBAWARD

P.O. Box 749  
Jefferson City, MO 65102  
Phone: (573) 701-4905

Subrecipient Name:		Subrecipient UFI Number:	
13th Judicial Circuit Court		16N14R1W2736	
DPS Funding Opportunity Title:	Project Period Start Date:	Project Period End Date:	
2026-2027 STOP Violence Against Women (VAWA)	January 1, 2026	December 31, 2027	
Project Title:		Subaward Number:	
Integrated Domestic Violence Program		2026-VAWA-01	
Project Description:			
The Integrated Domestic Violence Program consists of the specialized domestic violence dockets, the utilization of MEND and EMBRACE/EMBRACE U programs as part of a graduated range of sanctions for offenders, and the DACO (Domestic Assault Court Coordinator), a court employee dedicated to the domestic violence dockets, who tracks and reports on participants in both EIP programs as well as all domestic cases, acts as a liaison to domestic violence dockets stakeholders, and assists with the processing of domestic violence cases.			
Subaward Total:		CFDA Number:	
\$182,630.34		16.588	
Research and Development Project:		Indirect Cost Rate for Federal Award:	
NO		N/A	
Name of Federal Awarding Agency:			
Department of Justice, Office on Violence Against Women			
Name of State Administering Agency (SAA):		SAA Federal Award Number and Award Date:	
Missouri Department of Public Safety Office of the Director P.O. Box 749 Jefferson City, MO 65102		16JCVW23-03-00602-STOP, 9/13/2023 16JCVW24-03-00604-STOP, 9/19/2024	
This Subaward is made for the amount and for the project period referenced above to the subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.			
The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.			
Subrecipient Authorized Official (AO) Name:		Subrecipient Project Director (PD) Name:	
Kris Kendrick		Derek Hux	
Subrecipient AO Signature:	Date:	Subrecipient PD Signature:	Date:
	2/10/2026		
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the subaward date with return of this signed document to the Missouri Department of Public Safety, and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.			
Authorized Official, Missouri Department of Public Safety		Subaward Date:	
		02/20/2026	

# Budget Query by Department/Account

Run on 03/26/26 by ADHEATHE

Selection criteria		
Ledger Year Equal to	2026	And
Detail Type Equal to	ra	And
Department Is In the range	1244 1244	And
Account Is In the range	10000 19999	And

Department	Department Name	Account	Account Name	Comment	Detail Total	Detail Type
1244	GF COURT OPS GRANTS	10100	SALARIES & WAGES	AUDIT ADJUST FOR GRANTS	(36,660.00)	RA
1244	GF COURT OPS GRANTS	10200	FICA	AUDIT ADJUST FOR GRANTS	(2,804.00)	RA
1244	GF COURT OPS GRANTS	10300	HEALTH INSURANCE	AUDIT ADJUST FOR GRANTS	(8,004.00)	RA
1244	GF COURT OPS GRANTS	10310	COUNTY HSA CONTRIBUTION	AUDIT ADJUST FOR GRANTS	(1,500.00)	RA
1244	GF COURT OPS GRANTS	10325	DISABILITY INSURANCE	AUDIT ADJUST FOR GRANTS	(114.00)	RA
1244	GF COURT OPS GRANTS	10350	LIFE INSURANCE	AUDIT ADJUST FOR GRANTS	(90.00)	RA
1244	GF COURT OPS GRANTS	10400	WORKERS COMP	AUDIT ADJUST FOR GRANTS	(659.00)	RA
1244	GF COURT OPS GRANTS	10500	401(A) MATCH PLAN	AUDIT ADJUST FOR GRANTS	(607.00)	RA
1244	GF COURT OPS GRANTS	10510	CERF-EMPLOYER PD CONTRIBUT	AUDIT ADJUST FOR GRANTS	(733.00)	RC
					(51,171.00)	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26

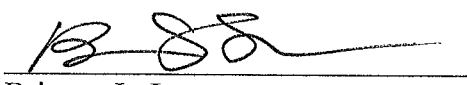
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:

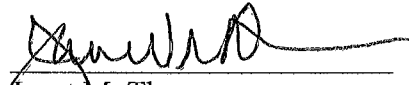
Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Amendment for Department 6000 to cover PPO Health Claims.

Done this 9<sup>th</sup> day of April 2026.

ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner



03/19/26 10:37:53

LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2025	6000	SELF-INS HEALTH PPO	70000	71050	SELF INSURED CLAIM	1,565,256.00	1,565,256.00	2,065,134.59	499,878.59-
	6000	SELF-INS HEALTH PPO		71055	PRESCRIPTION DRUG	647,908.00	647,908.00	826,033.69	178,125.69-
	6000	SELF-INS HEALTH PPO		71060	EXCESS LOSS/COVERA	451,073.00	451,073.00	486,529.80	35,456.80-
	6000	SELF-INS HEALTH PPO		71104	ADMINISTRATIVE SER	134,139.00	134,139.00	144,707.77	10,568.77-
	6000	SELF-INS HEALTH PPO		71117	PRESCRIPTION ADMIN	9,000.00	9,000.00	11,632.55	2,632.55-
					TOTAL	2,807,376.00	2,807,376.00	3,534,038.40	726,662.40-
2025	6000	SELF-INS HEALTH PPO	80000	83110	PREVENTIVE CARE IN	15,000.00	15,000.00	3,692.00	11,308.00
					TOTAL	15,000.00	15,000.00	3,692.00	11,308.00
					TOTAL	2,822,376.00	2,822,376.00	3,537,730.40	715,354.40-

\* \* \* E N D O F R E P O R T \* \* \*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the January Adjourned

Term. 20 26

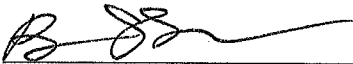
In the County Commission of said county, on the 9<sup>th</sup> day of April 20 26

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the attached Budget Revision for Facilities Management, to Cover Class 9 for the purchase of a used work truck.

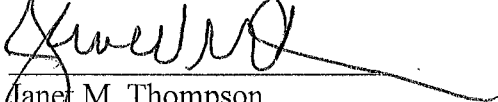
Done this 9<sup>th</sup> day of April 2026.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET REVISION

MAR 26 2026

BOONE COUNTY  
AUDITOR

3/26/26

EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)

Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6100	86850	FM Building Maintenance	Contingency	70,000	
6100	91400	FM Building Maintenance	Auto/Trucks		70,000
				<u>70,000</u>	<u>70,000</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

FM has requested to release 70k from contingency to purchase a used work truck.

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? YES or NO  
If not, please explain (use an attachment if necessary):

Auditor's Office  
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments: Cover Class 9

Agenda

[Signature]  
Auditor's Office

[Signature]  
PRESIDENT COMMISSIONER

[Signature]  
DISTRICT I COMMISSIONER

[Signature]  
DISTRICT II COMMISSIONER

MAINSCR BOONE Core Budget Description - View Only ADJACOB 10:07:23  
 Year, 2026 Dept, 6100 FM BUILDING MAINTENANCE Finalized, Y 3/26/26  
 Account, 86850 CONTINGENCY 2025, Est,  
 2025, Bdgt, YTD, % of, Bdgt, Est, % of, Bdgt,

Description	Qty	Unit	Amount	Total
INCREASE:ELECTRICAL T&S SUPP 6100-203	1		10,000	10,000
INCREASE:GENERAL BUILDING SUPP 6100-201	1		60,000	60,000
INCREASE:PLUMBING T&S CONTRCT SUPP 6100-202	1		25,000	25,000
USED WORK TRUCK SUPP 6100-401	2		70,000	140,000

Class, 246,560 Class, 2,-8, 775,361 Proposed Core, \_\_\_\_\_ Bottom  
 Proposed Supp, \_\_\_\_\_ % Chg,  
 Auditor Rev 235,000  
 Commission Rev \_\_\_\_\_  
 Total, Budget, 235,000

F2=Key Scr F3=Exit F5=History  
 F6=Dept Supplemental Budget F10=Notes \*  
 F12=Return F15=Summary