

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

5th

day of

May

20 26

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

Proclamation Recognizing May 3-9, 2026 as International Compost Awareness Week

- Whereas*, the Compost Research & Education Foundation has declared the first full week of May as International Compost Awareness Week; and
- Whereas*, composting is a way of returning organic resources to the soil to restore the health of the soil and enable its essential function in the carbon cycle; and
- Whereas*, applying finished compost is a proven method of growing healthy food, conserving water during extreme drought, providing resiliency during flooding conditions, reducing water consumption and non-point pollution, decreasing the dependence on chemical fertilizers, decreasing erosion, and remediating fire damaged lands; and
- Whereas*, materials such as yard trimmings, vegetable cuttings, biosolids, food scraps, manures, straw and hay have all been composted and converted into a beneficial product known as compost; and
- Whereas*, communities, through their local governments, highway departments, soil conservation service and extension offices, and public works professionals, can have significant impact on clean water, soil, climate change and landfill diversion by using compost for public works projects; and
- Whereas*, International Compost Awareness Week is an awareness and education initiative to showcase compost production and demonstrate compost use; and
- Whereas*, composting creates green jobs and infrastructure for cities and states that implement composting programs; and
- Whereas*, the 2026 theme is "Compost: Feed the Soil that Feeds Us." The 2026 theme was chosen to highlight the benefits of composting in agriculture and food production and its role in supporting healthy, nutritious food and, by extension, healthy people and communities. Beyond responsible waste management, composting recognizes the interconnectedness between every person who eats and the earth that provides all of our food, as well as feeding the earth our scraps so that the soil may continue to provide for us abundantly. Compost grows healthy soil, healthy food, and a healthy nation.
- Therefore*, we, the Boone County Commission, do hereby recognize May 3-9, 2026, as International Compost Awareness Week in recognition of the efforts of the Compost Research & Education Foundation and all those who compost and support composting, and

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County of Boone

In the County Commission of said county, on the

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20

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

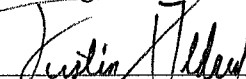
encourage all Boone Countians to recognize and embrace the importance of compost to our lives and our world.

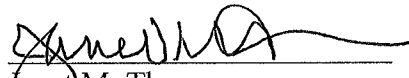
IN TESTIMONY WHEREOF, this 5th day of May 2026.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission


Kip Kendrick
Presiding Commissioner


Justin Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

May Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 5th day of May 20 26

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

Proclamation Recognizing May 3-9, 2026, as Children's Mental Health Awareness Week

Whereas, mental health is an essential part of every person's overall well-being, encompassing the emotional, psychological, and social health of each person, as well as their families and communities; and

Whereas, the mental health and well-being of children, youth, and young adults are critical to their future and the future of our community; and

Whereas, 1 in 5 children and youth experiences a mental health challenge, and it is estimated that 50% of all lifetime cases of mental illness begin by age 14; and

Whereas, the 2026 Action Week theme, "Beyond the Screen: Education, Prevention, Connection," encourages us to explore the relationship between technology, family life, and the mental health of our youth, emphasizing the need for nurturing, protective, and supportive environments; and

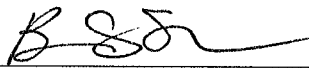
Whereas, we stand in solidarity with families and young people to end the silence and stigma that discourage them from seeking help, ensuring they receive the compassionate support they deserve; and

Whereas, Boone County is dedicated to promoting positive mental health and strengthening family relationships through increased awareness, research, and accessible, high-quality services.



Therefore, we, the Boone County Commission, do hereby proclaim May 3-9, 2026, as Children's Mental Health Awareness Week in the County of Boone, Missouri, and urge all residents to recognize the importance of supporting the mental wellness of our children and their families.

IN TESTIMONY WHEREOF, this 5th day of May 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

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County of Boone

In the County Commission of said county, on the

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day of

May

20 26

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

Proclamation Recognizing May 2026 as Mental Health Awareness Month

- Whereas*, mental health is an essential part of every person's overall well-being, encompassing the emotional, psychological, and social health of each person, as well as their families and communities; and
- Whereas*, a person's mental health influences their thoughts, feelings, and actions; impacts how they handle stress, relate to others, and make choices; and affects their overall ability to function, grow, and thrive; and
- Whereas*, like physical health, a proactive approach to maintaining mental wellness and a willingness to seek help when struggling with mental health issues will result in better long-term outcomes both for individuals and for the community as a whole; and
- Whereas*, everyone faces challenges in life that can impact their mental health and, each year in the U.S., 1 in 5 adults experience mental illness and 1 in 25 adults experience a serious mental health condition; and
- Whereas*, 50% of mental health conditions present themselves by the age of 14, resulting in 1 in 6 U.S. youth experiencing mental illness and, sadly, suicide being the second-leading cause of death among people ages 15-24; and
- Whereas*, despite its prevalence, mental health remains shrouded in stigma, leading to fewer than half of those diagnosed receiving treatment for mental illnesses; and
- Whereas*, growing awareness of and support for mental health in our community helps to challenge the stigma surrounding mental illness, resulting in a community more educated in this vital aspect of each person's health, which can lead to higher overall productivity, better educational outcomes, stronger economies, and improved quality of life; and
- Whereas*, Boone County is dedicated to advocating for mental health and those living with mental illness by actively supporting local efforts devoted to childhood mental health; participating in initiatives focusing on justice-involved individuals living with mental illness; and collaborating with other counties to raise awareness of and develop systems to address suicide risk, especially in rural communities; and
- Whereas*, this year's theme – "More Good Days, Together" – encourages us all to reflect on what a "good" day looks like, both for ourselves and for our communities, and to come together to use that insight to connect people to the right support at the right time, and shape advocacy, education, and community engagement to make more good days possible for all.

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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:

Therefore, the Boone County Commission does hereby recognize May 2026 as Mental Health Awareness Month and encourages everyone to celebrate the 2026 theme of *More Good Days, Together* by reflecting on personal and community mental health, supporting each other both on “good” days and bad, and working together to reduce stigma and advocate for a community that recognizes that mental health is health.

IN TESTIMONY WHEREOF, this 5th day of May 2026.

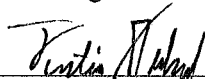
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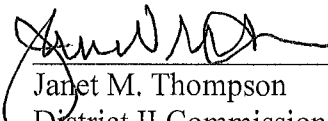
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

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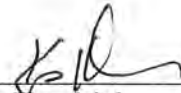

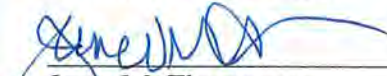
Now on this day, the County Commission of the County of Boone does hereby approve the Boone County Emergency Management's contract for services with Columbia Memorial Stair Climb. The terms of the agreement are set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of May 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

AGREEMENT

THIS AGREEMENT made and entered in this ____ day of _____, 2026, by and between **Boone County, Missouri**, a political subdivision of the State of Missouri, (herein County), and **Columbia Memorial Stair Climb**, a Missouri nonprofit corporation (herein Vendor).

WHEREAS, County desires to promote its emergency management education efforts to Boone County citizens; and

WHEREAS, Vendor conducts an annual event that would be an appropriate venue to provide outreach and education about Boone County Emergency Management's efforts to help citizens stay safe and be prepared for emergencies; and

THEREFORE, in consideration of mutual agreements contained herein, the parties agree as follows:

1. For the purposes of promoting the education and outreach efforts of Boone County Emergency Management the County will pay One Thousand Dollars (\$1,000.00) to Vendor.
2. In consideration of payment of the aforesaid sum, Vendor agrees to permit County to have an OEM/CERT outreach and education booth at Vendor's event and recognize Boone County Emergency Management as an event sponsor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their properly-authorized officials on the day and year first above written.

Columbia Memorial Stair Climb

By:

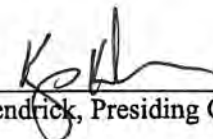

Ryan Benedict

Printed Name: Ryan Benedict


Title: Event Director

Boone County, Missouri

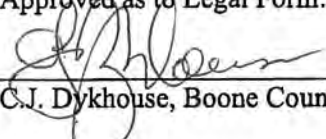
By:


Kip Kendrick, Presiding Commissioner

ATTEST:


Brianna L. Lennon, Boone County Clerk

Approved as to Legal Form:


C.J. Dykhouse, Boone County Counselor

Auditor 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 said appropriation sufficient to pay the costs arising from this contract.

Kyle Rieman by A.No 429-26
Kyle Rieman, Auditor Date

Appropriation Account

2702-84010

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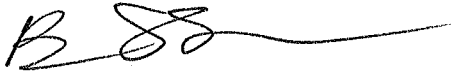
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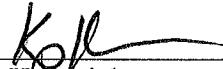
Now on this day, the County Commission of the County of Boone does hereby acknowledge the attached report documenting the contracts approved by the Purchasing Director as the County's Purchasing Agent (as designated in Commission Order 114-2022) during the 1st quarter of fiscal year 2026.

Done this 5th day of May 2026.

ATTEST:



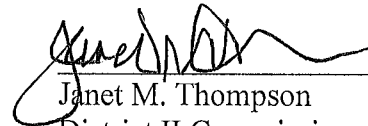
Brianna L. Lennon
Clerk of the County Commission



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, CPPO, CPPB
DATE: April 29, 2026
RE: Contracts and Amendments Signed by Purchasing Director for 1st quarter of fiscal year 2026

Attached is the list of contracts and amendments that were awarded and signed by the Purchasing Director for the 1st quarter of fiscal year 2026.

The *Notice of Awards* that explains the justification for award is posted on our web page under the Purchasing Department. The *Bid Tabulation* listing the Bidders/Offerors with pricing is also posted there. These contract documents have been added to the Boone County Clerk bid file.

att: List of Contracts/Amendments

**Contracts and Amendments Signed by Purchasing Director
January, February, March 2026**

CONTRACTS

| <u>Bid # / Contract #</u> | <u>Description</u> | <u>Vendor</u> | <u>Award Amount</u> |
|---------------------------|---|--|---------------------|
| 31-06NOV25 (C0001072) | Janitorial Supplies | Imperial Bag & Paper Co. LLC | Term & Supply |
| 31-06NOV25 (C0001073) | Janitorial Supplies | Smith Paper and Janitor Supply Co. LLC | Term & Supply |
| 31-06NOV25 (C0001063) | Janitorial Supplies | Royal Papers Inc. | Term & Supply |
| 35-09DEC25 (C000669) | Security Hardware and Locksmith Supplies | Craftmast Hardware, LLC as primary supplier | Term & Supply |
| 35-09DEC25 (C000971) | Security Hardware and Locksmith Supplies | Midwest Alarm Services, Inc. as secondary supplier | Term & Supply |
| 03-29JAN26 (C001090) | Base Stations: Refurbished Motorola Brand MTR-2000 | Haloid, Inc. | Term & Supply |
| 02-28JAN26 (C001076) | Pavement Marking | America's Parking Remarketing, LLC | Term & Supply |
| 06-30JAN26 (001049) | Mechanical Services - Heavy Equipment & Trucks | Clarke Power Services Inc. | Term & Supply |
| 06-30JAN26 (001087) | Mechanical Services - Heavy Equipment & Trucks | Martin Equipment of Illinois, Inc. | Term & Supply |

AMENDMENTS

| <u>Amendment/Bid #</u> | <u>Description</u> | <u>Vendor</u> | <u>Amendment Amount</u> | <u>Description</u> |
|---------------------------------|--|-----------------------------|-------------------------|--|
| Amendment #3 to 32-29SEP23 | Small Interior and Exteriors Construction Projects | PC&E | Term & Supply | Adds HVAC Services to contract |
| Amendment #2 to 30-14AUG24 | Fire Alarm and Suppression Systems Inspections, Testing, and Repairs | Tech Electronics, Inc. | Term & Supply | Revised billing paragraph in contract |
| Amendment #1 to 163-123122SS | On-Line Legal and General Research Data | West Publishing Corporation | Term & Supply | Upgrades to Westlaw Advantage with Co/Counsel in the Prosecuting Attorney's office |

**Contracts and Amendments Signed by Purchasing Director
January, February, March 2026**

| | | | | |
|--------------------------------------|---|----------------------------------|---------------|---|
| Amendment #1 13-14MAR23 (C000620) | Exterior and Interior Window Cleaning | Shark Window Cleaning LLC | Term & Supply | Revises some of the services provided in some of the County buildings and renews the contract for another year. |
| Amendment #1 to C001058 (29-21OCT25) | Alarm System Equipment, Monitoring, and Repair Services | Alarm Communication Center, Inc. | Term & Supply | Name change from Alarm Communication Center, Inc. to Atronic Alarms, Inc. |
| Amendment #1 to C000987 (01-04MAR25) | Installation of Emergency Electronics Equipment | 911 Custom LLC | Term & Supply | Adds configuration #8 and a set fee for labor |
| | | | | |
| | | | | |

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May Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the

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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 Lakeshore Learning Materials, LLC. For Educational School Supplies, Instructional Solutions, and Related Products. 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 5th day of May 2026.

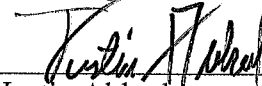
ATTEST:



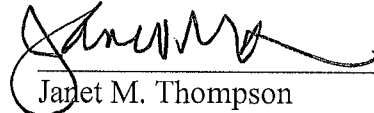
Brianna L. Lennon
Clerk of the County Commission



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: April 29, 2026
RE: Amendment 1 to Contract C001116 from Cooperative Contract R230301 Educational School Supplies, Instructional Solutions, and Related Products with Lakeshore Learning Materials, LLC

Purchasing requests approval for Amendment 1 to Contract C001116 from Cooperative Contract R230301 for Educational School Supplies, Instructional Solutions, and Related Products with Lakeshore Learning Materials, LLC. The original contract was awarded on April 14, 2026, through Commission Order 200-2026.

Amendment 1 revises the initial pricing discount to 5% off current catalog, all categories. All other terms remain unchanged.

cc: Ami Hayse, Public Safety Childcare Center
Contract File



Contract Awards Scheduled Maintenance
Apr 27, 2026

The Contract Awards Management will be unavailable for scheduled maintenance on Monday, May 4th, 2026, from 3:00 PM to 7:00 PM (EDT).



See All Alerts



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All Words ⁱ

Exact Phrase ⁱ

e.g. 123456789, Smith Corp

Classification

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc

Lakeshore Learning Material, LLC

Unique Entity ID

e.g. HTYR9VJHK65L

CAGE / NCAGE

Enter CAGE/NCAGE Code

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information ^

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Disaster Response Registry

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Commission Order #: 230-2026 Date: 5/5/26

**CONTRACT AMENDMENT NUMBER ONE
EDUCATIONAL SCHOOL SUPPLIES, INSTRUCTIONAL SOLUTIONS, AND RELATED
PRODUCTS**

The Agreement **C001116 (R230301)**, dated the 14th day of April 2026 made by and between Boone County, Missouri and Lakeshore Learning Materials, LLC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Revise Paragraph 3 of the contract pricing to 5% discount off current catalog, all categories.
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.

Lakeshore Learning Material, LLC

BOONE COUNTY, MISSOURI

By: Boone County Commission

Signed by:
Mike Duong
by 7DAA49AFB1CA45D...

Signed by:
Kip Kendrick
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

Title Mike Duong, Vice President, Sales Oper

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhous
7D71DEAEB9D74DD...

Signed by:
Brianna L. Lennon
242B827B32F14BF...

CJ Dykhous, 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:
Hyle Rieman by AU
8E8FE1148A274E1...

4/29/2026

Term and Supply – No Encumbrance Required

Signature

Date

Appropriation Account

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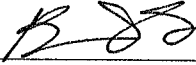
20 26

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 with ROK Brothers Inc. for Data Communications Products and Services for Ericsson Enterprise Wireless Solutions, Inc. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of May 2026.

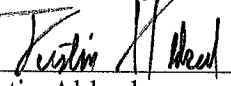
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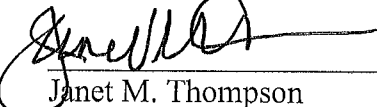
Brianna L. Lennon
Clerk of the County Commission



Kip Kendrick
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4391

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: April 29, 2026
RE: Cooperative Contract Award: *C001122 (NASPO ValuePoint Cooperative Contract AR3189) – Data Communications Products and Services* to purchase Ericsson Enterprise Wireless Solutions, Inc. products and services with ROK Brothers, Inc. as the distributor

The Boone County Sheriff's Office requests permission to utilize the NASPO ValuePoint cooperative contract *AR3189 – Data Communications Products and Services* to purchase Ericsson Enterprise Wireless Solutions, Inc. products and services with ROK Brothers, Inc. as the distributor. The county contract number is C001122.

This is a Term and Supply contract that will be primarily used by the Sheriff's Office.

The initial order is \$14,520.19 and will be paid from

1251-92300/\$10,184.40; Budgeted: \$13,000
1251-91300 / \$3,055.32; Budgeted: \$4,000
1253-91300 / \$1,018.44; Budgeted: \$1,350

cc: Contract File
Chad Martin, Leasa Quick, Sheriff's Office

**PURCHASE AGREEMENT
DATA COMMUNICATIONS PRODUCTS AND SERVICES FOR
ERICSSON ENTERPRISE WIRELESS SOLUTIONS, INC.**

THIS AGREEMENT, C001122 dated the 5th day of May 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **ROK Brothers Inc.** herein “Contractor.”

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 a term and supply contract for ROK Brothers Inc. to furnish, deliver and install Data Communications Products and Services for Ericsson Enterprise Wireless Solutions, Inc. compliant with all bid specifications and any addendum issued for the NASPO ValuePoint contract **AR3189**, 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 NASPO ValuePoint contract **AR3189** shall prevail and control over the contractor’s bid response or contractor’s quote forms.

2. **Contract Duration** - This agreement shall commence on the **date of award and extend through September 30, 2026**, subject to the provisions for termination specified below.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with products and services of Ericsson Enterprise Wireless Solutions, Inc. Products and services will be provided as required in the bid specifications and in conformity with the contract documents for the minimum discount structure off Contractor’s commercially published pricelists, as needed and as ordered by County.

TERMS & SUPPLY:

Minimum Discount Off List

Category 1.2 Networking

| | |
|---|-----|
| Hardware and Software (on premise) | 25% |
| Cloud Services | 25% |
| Service Packages (i.e. Maintenance, etc.) | 25% |

Category 1.3 Routers, Switches, Security, and Networking Storage

| | |
|------------------------------------|-----|
| Hardware and Software (on premise) | 25% |
| Cloud Services | 25% |

Service Packages (i.e. Maintenance, etc.) 25%

Category 1.4 Wireless

Hardware and Software (on premise) 25%

Cloud Services 25%

Service Packages (i.e. Maintenance, etc) 25%

| | | Hourly Rates | | | | | |
|------------------------------|--|--------------|--------|---------|--------|---------------|--------|
| | | Weekday | | Weekend | | State Holiday | |
| Title | Job Description | Onsite | Remote | Onsite | Remote | Onsite | Remote |
| Maintenance Services | Managed services such as support and maintenance, renewal management and support, and firmware and security management | \$300 | \$300 | \$400 | \$400 | \$500 | \$500 |
| Professional Services | Diverse portfolio of IT services that may require the services of a formally certified member of a professional body such as engineering, configuration, activation, testing, staging, kitting, programming, inventory management, and integration services. | \$300 | \$300 | \$500 | \$500 | \$750 | \$750 |
| Deployment Services | Services such as provisioning, SIM installation, and delivery and installation of data communication equipment for the customer's IT infrastructure | \$300 | \$300 | \$300 | \$300 | \$300 | \$300 |
| Consulting Advisory Services | Consulting or advisory services such as needs assessments, | \$400 | \$350 | \$625 | \$625 | \$800 | \$625 |

| | | | | | | | |
|-------------------------------|---|-------|-------|-------|-------|-------|-------|
| | gap analyses, solutions engineering, and evaluation of the customer's environment | | | | | | |
| Architectural Design Services | Includes a range of capabilities to design functional, flexible, and sustainable solutions. | \$400 | \$350 | \$625 | \$625 | \$800 | \$625 |
| Statement of Work Services | Development of professional Statements of Work (SOW) or Bill of Materials (BOM) to meet the customer's unique needs | \$300 | \$300 | \$400 | \$400 | \$500 | \$500 |
| Partner Services | Diverse services provided by our Partner community. Services vary by location, Partner, and type and level of service required. Services may include but are not limited to consolidated billing services, activation and managed services, resource pooling, kitting, or any other service or combination of services provided by a Partner related to the categories awarded in the Master Agreement. | \$300 | \$300 | \$500 | \$500 | \$750 | \$750 |
| Training Deployment Services | Training may include topics such as fundamental network design, operating system configuration, network and solution | \$250 | \$200 | \$250 | \$200 | \$250 | \$200 |

| | | | | | | | |
|-----------------------|--|-------|-------|-------|-------|-------|-------|
| | administration concepts, and solution deployment and management. | | | | | | |
| Installation Services | Installation of fixed and mobile solutions | \$350 | \$350 | \$500 | \$500 | \$750 | \$750 |

INITIAL PURCHASE:

| <u>Qty.</u> | <u>Item</u> | <u>Rate</u> | <u>Amount</u> |
|-------------|--|-------------|---------------|
| 14 | MB03-R980-5GD-A 3-yr NetCloud Mobile Performance Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) known opportunity by Cradlepoint, but spa pricing extended | \$1,018.44 | \$14,258.16 |
| 1 | LP-IN2443 | \$262.03 | \$262.03 |
| | TOTAL | | \$14,520.19 |

Contractor shall provide a “not to exceed” quote that clearly shows the list price and the discounted contract price to the County office placing the order

4. **Delivery** – All deliveries shall be made FOB Destination with freight charges fully included and prepaid, with all transportation and handling charges paid by the Contractor.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the Contractor’s bid response. The primary user will be the **Boone County Sheriff’s office**. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Contractor’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 Contractor, 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.

6. **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.

7. **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 and Contractor may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to County, 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.

ROK BROTHERS INC.

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:

 by _____
956D531B2E6B4F3...

Signed by:


2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

President
title _____

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


7D71DEAEB9D74DD...

Signed by:


242B827B32F14BF...

CJ Dykhuse, 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.)

County-Wide Term and Supply (used
 primarily by Sheriff's Office) Initial Order:
 1251-92300/\$10,184.40; 1251-91300 /
 \$3,055.32 1253-91300 / \$1,018.44; 1251-
 23850 / \$262.03

DocuSigned by:


8E8FE1148A274E1...

4/28/2026

Signature

Date

Appropriation Account

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 for each employee, \$500,000.00 for each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days' prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

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 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.

Revised: 01/10/24



ROK Brothers, Inc.
 PO Box 381
 Millersville MD
 21108
 United States
 (800) 914-3334

Quote
 #EST15076
 4/13/2026

Bill To
 Boone County Sheriff's Office
 2121 County Drive
 Columbia MO 65202
 United States

Ship To
 Boone County Sheriff's Office
 2121 County Drive
 Columbia MO 65202
 United States

TOTAL
\$14,520.19
 Expires: 5/13/2026

| Expires | Title | Contract Number | Sales Rep | Shipping Method |
|-----------|-------|-----------------|-----------|------------------|
| 5/13/2026 | | | | Free UPS® Ground |

| Quantity | Item | Options | Rate | Amount |
|----------|--|---------|------------|-------------|
| 14 | MB03-R980-5GD-A 3-yr NetCloud Mobile Performance Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) known oppurtunity by Cradlepoint , but spa pricing extended ***pending paperwork approval 4/13 | | \$1,018.44 | \$14,258.16 |
| 1 | LP-IN2443 4 in 1 5G Dome Blk -Ftd Ext Cbls | | \$262.03 | \$262.03 |

| | | | |
|--|--|--------------------------|-------------|
| | | Subtotal | \$14,520.19 |
| | | Shipping Estimate | \$0.00 |
| | | Tax | \$0.00 |
| | | Total | \$14,520.19 |



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3189

Starting Date: 10/1/2019

Expiration Date: 9/30/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cradlepoint, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The state of Utah is executing two 1 year extensions for this contract as allowed by the master agreement. The new expiration date for the master agreement will be 9/30/2026.

Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:
Eric Purcell
3/7/2024
Contractor's Signature Date

DocuSigned by:
[Signature]
3/11/2024
Director, State of Utah Division of Purchasing Date

Eric Purcell
Contractor's Name (Print)

SVP, Global Partner Sales
Title (Print)

| For Division of Purchasing Internal Use | | | |
|---|--------------|--------------------|------------|
| Purchasing Agent | Phone # | E-mail Address | Contract # |
| Grant Herdrich | 801 957 7125 | gherdrich@utah.gov | AR3189 |



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR3189

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cradlepoint, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The attached Attachment C – Pricing Discounts and Value Added Services document in this amendment replaces the Attachment C document in the master agreement. This amendment adds not to exceed ceiling rates for Cradlepoint’s value added service rates.

Effective Date of Amendment: As of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Valerie Heusinkveld
Valerie Heusinkveld (Dec 18, 2019)

Dec 18, 2019

Dec 18, 2019

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Valerie Heusinkveld

Contractor's Name (Print)

CFO

Title (Print)

For Division of Purchasing Internal Use

| | | | |
|------------------|--------------|--|------------|
| Purchasing Agent | Phone # | E-mail Address | Contract # |
| Solomon Kingston | 801-538-3228 | skingston@utah.gov | AR3189 |

Attachment C - Pricing Discounts and Value Added Services
 Contract # AR3189

Vendor Name Cradlepoint, Inc.

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

| Category 1.2 Networking | |
|--|--------|
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |
| Category 1.3 Routers, Switches, Security, and Networking Storage | |
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |
| Category 1.4 Wireless | |
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

| Title | Job Description | Hourly Rates | | | | | |
|-------------------------------|--|--------------|-----------|-----------|-----------|---------------|-----------|
| | | Weekday | | Weekend | | State Holiday | |
| | | Onsite | Remote | Onsite | Remote | Onsite | Remote |
| Maintenance Services | Managed services such as support and maintenance, renewal management and support, and firmware and security management | \$ 300.00 | \$ 300.00 | \$ 400.00 | \$ 400.00 | \$ 500.00 | \$ 500.00 |
| Professional Services | Diverse portfolio of IT services that may require the services of a formally certified member of a professional body such as engineering, configuration, activation, testing, staging, kitting, programming, inventory management, and integration services. | \$ 300.00 | \$ 300.00 | \$ 500.00 | \$ 500.00 | \$ 750.00 | \$ 750.00 |
| Deployment Services | Services such as provisioning, SIM installation, and delivery and installation of data communication equipment for the customer's IT infrastructure. | \$ 300.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| Consulting Advisory Services | Consulting or advisory services such as needs assessments, gap analyses, solutions engineering, and evaluation of the customer's environment. | \$ 400.00 | \$ 350.00 | \$ 625.00 | \$ 625.00 | \$ 800.00 | \$ 625.00 |
| Architectural Design Services | Includes a range of capabilities to design functional, flexible, and sustainable solutions. | \$ 400.00 | \$ 350.00 | \$ 625.00 | \$ 625.00 | \$ 800.00 | \$ 625.00 |
| Statement of Work Services | Development of professional Statements of Work (SOW) or Bill of Materials (BOM) to meet the customer's unique needs. | \$ 300.00 | \$ 300.00 | \$ 400.00 | \$ 400.00 | \$ 500.00 | \$ 500.00 |

Attachment C - Pricing Discounts and Value Added Services
 Contract # AR3189

Vendor Name Cradlepoint, Inc.

| | | | | | | | |
|------------------------------|---|-----------|-----------|-----------|-----------|-----------|-----------|
| Partner Services | Diverse services provided by our Partner community. Services vary by location, Partner, and type and level of service required. Services may include but are not limited to consolidated billing services, activation and managed services, resource pooling, kitting, or any other service or combination of services provided by a Partner related to the categories awarded in the Master Agreement. | \$ 300.00 | \$ 300.00 | \$ 500.00 | \$ 500.00 | \$ 750.00 | \$ 750.00 |
| Training Deployment Services | Training may include topics such as fundamental network design, operating system configuration, network and solution administration concepts, and solution deployment and management. | \$ 250.00 | \$ 200.00 | \$ 250.00 | \$ 200.00 | \$ 250.00 | \$ 200.00 |
| Installation Services | Installation of fixed and mobile solutions. | \$ 350.00 | \$ 350.00 | \$ 500.00 | \$ 500.00 | \$ 750.00 | \$ 750.00 |

Customers must contact the Partner for customized quotes based on the project scope of work and level of service required. Note that most services are billed as a flat rate and not on a time and materials basis.

- Value Added Services are offered by our Cradlepoint-Authorized Partner community.
- Partners are not required to offer all Value-Added Services.
- Partners may require up to a 24 hour minimum purchase for onsite services.
- Value-Added Services and associated rates vary widely by Partner, geographic location, and skill set required. Hourly rates listed are Not To Exceed (NTE) ceiling rates and pricing to the customer shall not exceed the hourly rates listed.
- Example: Solutions may be installed in fleet vehicles, buses, hospitals, fire stations, police departments, schools, remote or urban locations, etc. Installations vary widely in complexity and associated cost.



STATE OF UTAH COOPERATIVE CONTRACT ASSIGNMENT

AMENDMENT # 3

CONTRACT # AR3189

Starting Date: 10/1/2019

Expiration Date: 9/30/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cradlepoint, Inc. (Referred to as CONTRACTOR).

PARTIES TO THE ASSIGNMENT:

ASSIGNOR (old contractor): Cradlepoint, Inc.

ASSIGNEE (new contractor): Ericsson Enterprise Wireless Solutions, Inc.

NEW VENDOR NUMBER: VC213874 (Provided by the State Purchasing)

Assignee please complete company information form:

| | | | |
|--|--------------------------------------|---|-------------------------------------|
| Ericsson Enterprise Wireless Solutions, Inc. | | | |
| Company Name | | | |
| 1100 W Idaho Street, Ste 800 | | Boise | ID 83702 |
| Ordering Address | | City | State Zip Code |
| 75 Remittance Drive, Dept 1271 | | Chicago | IL 60675 |
| Remittance Address (if different from ordering address) | | City | State Zip Code |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Government |
| Company Type | | | Company Contact Person |
| 208-493-5040 | | Stephanie Wildman | |
| Telephone Number | | Fax Number | |
| Cradlepoint.com | | Stephanie.wildman@ericsson.com | |
| Internet Home Page | | Email Address | |

CONTRACT SERVICES ASSIGNED TO ASSIGNEE (Brief Description): Data Communication Products and Services

ASSIGNEE agrees to perform all of ASSIGNOR'S contract responsibilities, and to abide by all contract provisions specified in this contract. ASSIGNOR will have no further responsibilities to perform under this contract and will make no claim for benefits arising from this contract after the effective date of this assignment.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to this assignment sign and cause it to be executed.

ASSIGNOR:

ASSIGNEE:

Michaelynn Ware 21 May 2025
 Signature Date

Michaelynn Ware 21 May 2025
 Signature Date

Michaelynn Ware Corporate Secretary
 Name and Title (type or print)

Michaelynn Ware Corporate Secretary
 Name and Title (type or print)

APPROVED BY:

[Signature] 5/22/2025
 Division of Purchasing Date

| | | | |
|------------------|--------------|--------------------|------------|
| Purchasing Agent | Phone # | e-mail | Contract # |
| Aimee Elliott | 801-957-7125 | amelliott@utah.gov | AR3189 |



Contract #: AR3189

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cradlepoint, Inc.

Name

1111 W Jefferson Street, Suite 400

Street Address

Boise

ID

83702

City

State

Zip

Vendor # 213874 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Mitch Head Phone Number: O: 208-472-6154 M: 208-608-1712 Email: mhead@cradlepoint.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

- 8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
- ATTACHMENT B: Scope Awarded to Contractor
- ATTACHMENT C: Pricing Discounts and Value Added Services
- ATTACHMENT D: Service Offering EULAs, SLAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Val Hausinkveld 8/5/19
Contractor's signature Date

DIVISION OF PURCHASING

[Signature] Aug 6, 2019
Director, Division of Purchasing Date

Valerie Hausinkveld CFO
Type or Print Name and Title



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement and Service Offering EULAs;
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in written or electronic form, delivered by a Participating Entity or Purchasing Entity to the Contractor.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code,



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3189

Starting Date: 10/1/2019

Expiration Date: 9/30/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Cradlepoint, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The state of Utah is executing two 1 year extensions for this contract as allowed by the master agreement. The new expiration date for the master agreement will be 9/30/2026.

Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:
Eric Purcell
3/7/2024
Contractor's Signature Date

DocuSigned by:
[Signature]
3/11/2024
Director, State of Utah Division of Purchasing Date

Eric Purcell
Contractor's Name (Print)

SVP, Global Partner Sales
Title (Print)

| | | | |
|--|--------------|--------------------|------------|
| For Division of Purchasing Internal Use | | | |
| Purchasing Agent | Phone # | E-mail Address | Contract # |
| Grant Herdrich | 801 957 7125 | gherdrich@utah.gov | AR3189 |



Contract #: AR3189

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Cradlepoint, Inc.

Name

1111 W Jefferson Street, Suite 400

Street Address

Boise

ID

83702

City

State

Zip

Vendor # 213874 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Mitch Head Phone Number: O: 208-472-6154 M: 208-608-1712 Email: mhead@cradlepoint.com

- 2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.
- 3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..
- 4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001
- 5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.
- 6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services
- 7. Prompt Payment Discount Details (if any): N/A.
- 8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Service Offering EULAs, SLAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
- 9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah Procurement Code, Procurement Rules, and Contractor’s response to solicitation # SK18001.
- 10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

Val Howard 8/5/19
Contractor's signature Date

[Signature] Aug 6, 2019
Director, Division of Purchasing Date

Valerie Hausinkveld CFO
Type or Print Name and Title



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement and Service Offering EULAs;
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in written or electronic form, delivered by a Participating Entity or Purchasing Entity to the Contractor.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code,

instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Non-Public Data means Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Processed Data means the output of any computer processing, or other electronic manipulation, of any Data in the course of using and configuring the Services provided under this Agreement.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the services described in the Scope of Services that are supplied

or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments;

Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media

containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and

NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal

guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master

Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

j. Notwithstanding anything contained in this Master Agreement to the contrary, Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

Contractor nonetheless remains contractually liable for all purchases under its Master Agreement, regardless if the purchase is made directly with Contractor or through a Fulfillment Partner.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used as described in Contractor's response to the solicitation, (c) the Product is suitable for any special purposes identified in the solicitation, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of material defects. Upon breach of the warranty, the Contractor will repair or replace (at

no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product, except for any portion of the Product which is provided subject to a nonexclusive subscription license or is Embedded Software, free and clear of all liens, encumbrances, or other security interests. Subject to the foregoing exclusion, transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license to the Embedded Software shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. Any Services or any portion of the Product which is provided subject to a nonexclusive subscription license provided under this Agreement shall not transfer to another entity.

20. License of Pre-Existing Intellectual Property

Except with respect to any portion of the Product which is provided subject to a nonexclusive subscription license, Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use for Purchasing Entity's own use, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

20.1 Subscription License

For that portion of the Product which is provided subject to a nonexclusive subscription license, Contractor shall grant to the Purchasing Entity such subscription license as agreed upon by the Contractor and Purchasing Entity as set forth in Attachment D.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data and all Processed Data. Contractor shall not collect, access, or use user-specific Purchasing Entity Data and/or Processed Data specifically identifying a Purchasing Entity or individual users except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction unless in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Except in an aggregated and anonymized format that does not identify the Purchasing Entity or individual users, Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), other than any portion of the Product which is provided subject to a nonexclusive subscription license, Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other

documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including

disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, except that Contractor shall be authorized to utilize subcontractors to perform Web hosting of that portion of the Product which is provided subject to a nonexclusive subscription license upon written notice to the Lead State administrator.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

33. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

34. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

35. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Termination of the Master Agreement due to Contractor default may be immediate.

36. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

37. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15

calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

38. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

39. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

40. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending

the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

41. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

42. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely

and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

43. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

44. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

45. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

46. Limitation of Liability. Except for those obligations under the Indemnification section above, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to Five Million Dollars (\$5,000,000). This limitation of liability is cumulative and not per incident.

47. Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

48. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State

and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

(December 2017)

Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.2: NETWORKING

1.2.1 Network Application Services.

Application networking solutions and technologies that enable the successful and secure delivery of applications to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

1.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

- SSL (Secure Sockets Layer) Off-loading
- Caching capabilities
- Layer 4 Load Balancing
- Layer 7 Load Balancing
- Detailed Reporting
- Supports multiple load balancers in the same system for multiple groups
- Supports TLS1.2

1.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

- CIFS (Common Internet File System) acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2 Networking Software.

Software that runs on a server, or within the Cloud, and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow

transfer of data among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

- Restartable Process
- High availability options
- Targeted operating systems, i.e. DC, campus, core, wan, etc.
- Operating System Efficiencies
- Network analysis tools (solutions utilized to collect, classify, analyze, and securely store log messages).

1.2.2.1 Network Management and Automation — Software products and solutions for network automation, cloud computing, and IT systems management.

1.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

1.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

1.2.2.4 Branch Office Management and Automation — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, and WAN performance monitoring.

1.2.3 Network Optimization and Acceleration.

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

1.2.3.1 Data Analytics — Appliance for improving network management by more effectively factoring in issues related to congestion, such as utilization, service consumption and routing. Provides real-time insights into network traffic to determine the value of different portions of that traffic.

1.2.3.2 Dynamic Load Balancing (Network Traffic Management) — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

1.2.3.3 WAN Acceleration — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

- CIFS acceleration
- Data Compression
- SSL encryption/decryption for acceleration (Optional)
- Layer 4-7 visibility
- Application Specific optimization

1.2.3.4 High Availability and Redundancy — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

1.2.4 Optical Networking.

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

1.2.4.1 Core DWDM (Dense Wavelength Division Multiplexing) Switches — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

1.2.4.2 Edge Optical Switches — Provide entry points into the enterprise or service provider core networks.

1.2.4.3 Optical Network Management — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

1.2.4.4 IP over DWDM (IPoDWDM) — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a

switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
 - a. SSHv2 (Secure Shell Version 2)
 - b. 802.1X (Port Based Network Access Control)
 - c. Port Security
 - d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans

- Security
 - SSHv2
 - MacSec encryption
 - Role-Based Access Control Lists (ACL)
- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
 - Per VLAN Spanning Tree
 - Rapid Spanning Tree
 - VLAN IDs up to 4096
 - Layer 2 Class of Service (IEEE 802.1p)
 - Link Aggregation Control Protocol (LACP)
 - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability
- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

Category 1.4: WIRELESS.

Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

- Redundancy and automatic failover
- IPv6 compatibility
- NTP Support

1.4.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

- 802.11a/b/g/n
- 802.11n
- 802.11ac
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)
- UL2043 plenum rated for safe mounting in a variety of indoor environments
- Support AES-CCMP (128-bit)
- Provides real-time wireless intrusion monitoring and detection

1.4.2 Outdoor Wireless Access Points — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

- Flexible Deployment Options
- Provides real-time wireless intrusion monitoring and detection
- Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

1.4.3 Wireless LAN Controllers — An onsite or offsite solution utilized to manage Light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

1.4.4 Wireless LAN Network Services and Management — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic failover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

1.4.5 Cloud-based services for Access Points — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

1.4.6 Mobile Device Management (MDM) — MDM technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services

- i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
- ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
- iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

f. Testing Services — Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

- a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 Training — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

Attachment C - Pricing Discounts and Value Added Services

Contractor Cradlepoint, Inc.

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

| Section 2: Minimum Discount % off List | |
|---|--------|
| Category 1.2 Networking | |
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |
| Category 1.3 Routers, Switches, Security, and Networking Storage | |
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |
| Category 1.4 Wireless | |
| Hardware and Software (on premise) | 25.00% |
| Cloud Services | 25.00% |
| Service Packages (i.e., Maintenance, etc.) | 25.00% |

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

| Title | Job Description | Hourly Rates | | | | | |
|-------------------------------|---|--|--------|---------|--------|---------------|--------|
| | | Weekday | | Weekend | | State Holiday | |
| | | Onsite | Remote | Onsite | Remote | Onsite | Remote |
| Maintenance Services | Maintenance Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Professional Services | Professional Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Deployment Services | Deployment Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Consulting Advisory Services | Consulting Advisory Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Architectural Design Services | Architectural Design Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Statement of Work Services | Statement of Work Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Partner Services | Partner Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Training Deployment Services | Training Deployment Services will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |
| Value Added Services | Additional Value Added Services to be identified at a later date and will be provided through Cradlepoint Partner Program | To be provided once Cradlepoints' authorized resellers are identified for each Participating Addendum. | | | | | |



Cradlepoint NASPO Terms of Service License Agreement (TSLA) - Response to Attachment D, Service Offering EULAs, SLAs

Pursuant to Attachment A, Section 20.1 of the Master Agreement, the Cradlepoint Terms of Service and License Agreement attached hereto shall be agreed upon by the Contractor and Purchasing Entity for that portion of the Product which is provided subject to a nonexclusive subscription license.

CRADLEPOINT TERMS OF SERVICE AND LICENSE AGREEMENT

BY CLICKING ON THE "ACCEPT" OR "CONTINUE" BUTTON, YOU AND ANY ENTITY THAT YOU REPRESENT (THE "CUSTOMER") AND ANYONE TO WHOM CUSTOMER PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON CUSTOMER'S BEHALF (COLLECTIVELY, "AGENTS") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TERMS OF SERVICE AND LICENSE AGREEMENT AND ANY ADDENDUMS THERETO ("TSLA" or "AGREEMENT"). THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICE AND ANY SOFTWARE REQUIRED TO DELIVER THE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER. CUSTOMER'S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. ("CRADLEPOINT") SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. SERVICE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, Cradlepoint will provide the Customer with a subscription to access its cloud-based network management, connectivity services, security services, router operating systems, and other related services, including any Platform APIs or SDKs, provided by Cradlepoint through the Internet as set forth in Exhibit 1 – Service Level Agreement attached hereto or as otherwise documented and made available to Customer upon request by Cradlepoint (collectively referred to as the "Service"). Access to the Service may require the Customer to download and install certain software applications (the "Client Software") which is covered under a License (below). The License may also be presented to anyone downloading the Client Software and for the avoidance of doubt, in the event of any conflict between the License contained in this Agreement and any license accepted to download the Client Software, the License in this Agreement shall prevail.

1.2 Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give Customer prior written notice of any material modifications.

1.3 For paid Customer accounts in good standing, Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Customer Service Level Agreement available at www.Cradlepoint.com/SLA or as otherwise documented and made available by Cradlepoint to Customer upon request, except for Cradlepoint's right to suspend Customer's access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Cradlepoint's reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) ("Force Majeure").

1.4 Subject to the terms hereof and pursuant to the level of support for which the Customer is entitled, Cradlepoint or its designated third-party partners will provide reasonable support to Customer for the Service as

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described at the Cradlepoint support website as otherwise documented and made available by Cradlepoint to Customer upon request. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time through its account settings on the Services.

1.5 Customer is responsible for all acts and omissions of its Agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal use unless Customer is a Managed Service Provider ("MSP") and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Managed Service Provider Addendum ("MSP Addendum") attached hereto as Exhibit 2 – Managed Service Provider Addendum, which is hereby incorporated herein by reference (if you do not unconditionally agree to all terms of the MSP Terms, click the "CANCEL" or browser back button and the account registration or setup process will not continue); use the Services in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Services or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Cradlepoint, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs). Notwithstanding anything to the contrary, Cradlepoint reserves the right to suspend or limit Customer's access to the Service if Cradlepoint determines, in its sole discretion, that Customer's use of the Service does or is likely to: (a) damage the Service or interfere with Cradlepoint's ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services; (d) Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Cradlepoint's systems or any other user of the Services, or may subject Cradlepoint or any third party to liability; (e) Customer is misusing the Services or using the Services for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Services in breach of the Agreement; (h) Customer is in default of Customer's payment obligations hereunder; or (g) there is an unusual spike or increase in Customer's use of the Services (collectively, "Service Suspensions"). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Services being suspended as a result of the actions of other users. Cradlepoint will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service



Suspension. Cradlepoint will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

For the purposes of this Agreement, "MSP" shall mean an entity that provides access to the Service in conjunction with the provision of Integrated Services as defined in the MSP Addendum or uses the Service to manage the devices of third parties.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.

2.3 As a condition of Customer's use of the Services and with respect to third-party claims, Customer agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from Customer's and/or its Agents use of the Services or related products, or from or attributable to any breach by Customer and/or its Agents of Customer's obligations established herein or any privacy, employee, or consumer protection right that is implicated herein and by the Services, or Customer's and/or its Agents infringement, or the infringement or use by any other user of Customer's account, of any intellectual property or other right of any person or entity. All indemnification duties shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Agreement or Customer's and/or its Agents use of the Services.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Cradlepoint's knowledge or consent.

2.5 THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICES, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Cradlepoint and its third party Licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by Cradlepoint is Cradlepoint Proprietary Information. Customer will obtain agreement from its Agents that it will treat Cradlepoint Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it

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without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

3.3 Customer acknowledges that Cradlepoint does not wish to receive any Proprietary Information from Customer that is not necessary for Cradlepoint to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Cradlepoint may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.4 Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers and such are bound by the terms of a similar confidentiality agreement with at least as restrictive covenants to protect such information.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Cradlepoint from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Cradlepoint in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Cradlepoint may monitor Customer's use of the Service and Customer Information (as defined in the MSP Addendum), and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's Proprietary Information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data, Customer hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is



sent by devices using the Service. In order to allow Cradlepoint to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy, a copy of which is available upon request. By using location services, Customer consents to Cradlepoint and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

5.4 During the term of this Agreement, Customer will supply Cradlepoint with contact details for Customer's employees, contractors and/or representatives ("Contact Data") in order for Cradlepoint to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer's employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). Cradlepoint hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations and in compliance with the Cradlepoint Privacy Policy <https://cradlepoint.com/privacy-policy>. Customer warrants and represents that (a) it has notified the relevant data subjects that Cradlepoint will be given such information and informed them of Cradlepoint's Privacy Policy; and (b) if necessary, it has obtained all necessary consents in order to transfer the Contact Data to Cradlepoint. Customer shall notify Cradlepoint as soon as reasonably practicable of any amendments required to the Contact Data either through the Service or by email at: privacy@cradlepoint.com.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase by Cradlepoint or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Subscription. If not otherwise specified, payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

6.2 Unless otherwise explicitly agreed in writing at the time of purchase, unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Cradlepoint's net income) unless Customer has provided Cradlepoint with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Customer may terminate this Agreement upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer and/or its Agents, including without limitation, any breach of Section 2.1 and/or failure to pay any Fees or other amounts when due hereunder.

7.3 Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations,

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intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination or cancellation of this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Cradlepoint at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation.

8. WARRANTY DISCLAIMER

CRADLEPOINT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE.

CRADLEPOINT MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SERVICE. CRADLEPOINT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

Cradlepoint will not be liable for any loss resulting from a cause over which it does not have direct control.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL CRADLEPOINT OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CRADLEPOINT OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF CRADLEPOINT AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO CRADLEPOINT HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the



Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Cradlepoint are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Cradlepoint's prior written consent. Cradlepoint may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.

11.3 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Cradlepoint, except as otherwise provided herein.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Cradlepoint in any respect whatsoever.

11.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

11.7 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.8 This Agreement shall be governed by the laws of the State of Idaho and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Idaho for any dispute arising out of this Agreement.

11.9 Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any changes to this Agreement or otherwise notify Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel Customer's Subscription.

11.10 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by



either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

CRADLEPOINT SECURE LOCATION SERVICES TERMS AND CONDITIONS

If Customer is using Cradlepoint Secure Location Services ("Location Services"), the following terms and conditions apply to Customer's use of the Location Services and these terms and conditions form part of the Agreement. For the avoidance of doubt, the Location Services are included in the definition of "Services" under this Agreement and the below terms and conditions are in addition to the Terms and Conditions of the Agreement, not in substitution thereof.

1. DEFINITIONS

Following are definitions for certain capitalized terms used in connection with the Location Services terms and conditions. Other capitalized terms used herein shall have the same definitions as set forth above in the Agreement or as otherwise defined herein.

"Subscriber" means a person or entity that subscribes to or uses the Location Services.

"Subscriber Data" means a Subscriber's identity, phone number, email address, wireless carrier account information, billing or credit information, the type of wireless device, Location Information, and any other personally identifying information captured by Cradlepoint or its third party licensors and used within the Services in connection with Subscribers' use of the Location Services. Subscriber Data does not include data provided directly to Cradlepoint by Customer for use in conjunction with opening, administering or closing Customer's account.

"Location Information" means the approximate geographic location of a Registered Device in response to a Location Query, including the latitude/longitude, address, zip code, or position relative to a defined boundary or geo-fence.

"Location Query or Location Queries" means electronic requests for Location Information made by Customer or the Location Services application.

"Registered Devices" Customer's Cradlepoint devices managed by the Service and provisioned for use of the Location Services by the payment of the applicable Fee(s).

"Wireless Service Provider" or "WSP" means a wireless telecommunications service provider with whom Cradlepoint or its third party licensors have contracted and which have agreed to provide Location Information to Cradlepoint for use in connection with the Location Services.

2. LICENSE TO CUSTOMER

2.1 Cradlepoint agrees to grant Customer a non-exclusive, non-transferable, limited right to access the Location Services, solely for Customer's own business purposes, provided that Customer comply fully with all of the provisions of the Agreement. Cradlepoint grants Customer the right to use the Location Services solely in conjunction with the use of Customer's Registered Devices. All rights not expressly granted to Customer in the Agreement are reserved by Cradlepoint.



3. PRIVACY AND LICENSE FROM CUSTOMER

3.1 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint the right to collect, use, store and disclose Location Information relative to Customer's Registered Devices and to enable GPS functionality on Customer's Registered Devices. Customer further acknowledges and agrees that Location Information of Customer's Registered Devices may be collected and utilized by Cradlepoint and its third party licensors in support and provision of the Location Services. Customer may use the Location Services to make Location Queries for the best available Location Information of the Registered Devices and Customer acknowledges that no notifications are provided to Customer or the Registered Devices when such Location Queries are made.

3.2 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint a limited, irrevocable, royalty-free, sublicensable, non-exclusive license to copy, reproduce, store, adapt, modify, translate, and distribute Subscriber Data solely to enable Cradlepoint to provide and improve the Location Services. Customer acknowledges and agrees that Cradlepoint may store Location Information for up to twelve (12) months.

4. SAFE AND LAWFUL USE

4.1 Customer agrees to use Location Services and the Location Information provided thereby only for lawful purposes, and Customer agrees to comply with all applicable laws and rules and any additional terms that Cradlepoint may incorporate into this Agreement with or without notice to Customer. Customer agrees that Customer will not misuse the Location Services and Customer will be responsible for any costs incurred by Cradlepoint or any other party (including attorney's fees) as a result of Customer's misuse or fraudulent use of the Location Services. Misuse or fraudulent use includes, but is not limited to:

- Using the Location Services in such a manner so as to interfere unreasonably with the use of the Location Services by one or more other users or to interfere unreasonably with Cradlepoint's ability to provide the Location Services;
- Subscription fraud or unauthorized access to devices not provisioned for Location Services;
- Using the Location Services for any purpose not directly related to Customer's business solution;
- Using the Location Services to defame, harass, stalk, threaten or otherwise violate the legal rights of others;
- Using the Location Services to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials;
- Attempting or assisting another to access, alter, or interfere with the communications and/or obtain information about another user or device not owned by or licensed to Customer;
- Tampering with the security components of the Location Services or making an unauthorized connection to the network;

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- Utilizing the Location Services or a Cradlepoint device to track an individual or private automobile without their consent; or
- Accessing or obtaining location information of a device other than one of Customer's Registered Devices.

5. SERVICE AVAILABILITY

5.1 Support for Location Services may vary based on the carrier or network provider. Contact Cradlepoint for a complete list of supported carriers. Customer acknowledges and agrees that the Location Services coverage may be limited to the native network of the carrier. The Location Services may not provide Location Information for Registered Devices that are roaming or otherwise not on the designated carrier network. It may not be possible to utilize the Location Services to locate GSM or CDMA Registered Devices that are not in the United States or Canada.

6. LIMITATION OF SERVICE AND USAGE

6.1 Customer acknowledges and agrees that the Location Services provides an approximate location of the requested Registered Device and does not provide guaranteed results. In order for the Location Services to work, the Registered Device for which Customer make a Location Query must be turned on, charged and located within Customer's coverage area, among other factors. Accuracy of the Location Information obtained via the Location Services is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, and topography, available data, atmospheric conditions and other factors associated with use of wireless networks, satellites and satellite data. By entering into this Agreement, Customer acknowledges the results Customer may obtain from the Location Services, including but not limited to maps, geo-fencing and requested locations or messaging, may not be accurate, timely or reliable. Cradlepoint reserves the right to set limits on the use of the Location Services at our discretion. The Location Services may be subject to other limitations, such as, for purposes of example, monthly limits on the number of Location Queries Customer may make. Cradlepoint will make commercially reasonable efforts to provide Customer with advance notice of any changes to Customer's usage limitations thirty (30) days prior to the end of the then-current term.

7. PRIVACY COMPLIANCE

7.1 Customer agrees at all times to comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing Subscriber Data; the Cradlepoint Privacy Policy at <https://cradlepoint.com/privacy-policy> and; the Privacy Policies and content standards of the Wireless Service Providers from which Customer request subscriber Location Information; applicable privacy, marketing, or advertising guidelines issued by the Mobile Marketing Association (MMA); and the CTIA Best Practices and Guidelines for Location-Based Services. The current locations for WSP, CTIA, and MMA guidelines are listed below but are subject to change without notice:

AT&T: <http://www.att.com/privacy>

Sprint: <http://www.sprint.com/privacy>

T-Mobile: <http://www.t-mobile.com/privacy>

Verizon Wireless: <http://www.verizon.com/privacy>

Bell Mobility: <http://bell.ca/privacy>

Rogers: <http://www.rogers.com/privacy>

TELUS: <http://www.telus.com/privacy>

CTIA: http://www.ctia.org/business_resources/wic/index.cfm/AID/11300

MMA: <http://www.mmaglobal.com/education/bestpractice>



Locaid: <http://www.loc-aid.com/privacy-policy>

Google: <https://policies.google.com/privacy>

Skyhook Wireless: <http://www.skyhookwireless.com/privacy>

Please report abuse or any violation of the applicable privacy policies above at privacy@cradlepoint.com.

7.2 Customer agrees to be bound by the Google Terms of Service and Google Maps/Google Earth Additional Terms of Service https://www.google.com/help/terms_maps.html (including the Google Privacy Policy at <https://policies.google.com/privacy>).

8. TERMINATION AND CANCELLATION

8.1 Either Customer or Cradlepoint may terminate or cancel Customer's Subscription to the Location Services at any time upon written notice. Customer understands and agrees that the cancellation or termination of Customer's Subscription is Customer's sole right and remedy with respect to any dispute with us including, but not limited to, any dispute related to, or arising out of: (i) any terms or our enforcement of the Agreement; (ii) any Cradlepoint policy or practice and/or our enforcement thereof; (iii) the content available through the Location Services or any change in content provided through the Location Services; (iv) Customer's ability to access and/or use the Location Services; and (v) the amount or types of fees, applicable taxes, or billing methods, or any change to such fees, applicable taxes, or billing methods.

8.2 Cradlepoint reserves the right to immediately terminate Customer's Subscription and block Customer's access to the Location Services if Customer fails to comply with any term or condition in this Agreement, including but not limited to failure to pay fees when due.

8.3 Upon any termination or cancellation of this Agreement, Customer acknowledges and agrees that: (i) Customer will not be entitled to a refund of any amount paid for the Subscription and Customer's obligation to pay any balance due, shall survive any such termination or cancellation; (ii) Cradlepoint will not disable and Customer will be solely responsible for disabling the GPS functionality on Customer's Registered Devices; and (iii) Customer's access to Subscriber Data will immediately terminate.

9. CUSTOMER'S WARRANTIES

9.1 Customer represents and warrants to Cradlepoint that: (i) Customer has the authority to agree to the terms and conditions specified in this Agreement on behalf of Customer and all users who have access to the Location Services, (ii) Customer's use of the Location Services will be solely for Customer's commercial and lawful use and for no other purpose, (iii) Customer or Customer's licensors own all right, title, and interest in and to the Subscriber Data, and (ii) Customer has all rights in the Subscriber Data necessary to grant the rights contemplated by this Agreement and Customer's license to the Location Services.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

To access the Services, Customer will need to download and install Client Software. Client Software and any accompanying documentation is licensed and not sold and is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Cradlepoint owns intellectual property rights in the Client Software. Customer's license to download, use and/or copy the Client Software is subject to these rights and to all the terms of conditions of this license ("License"). The terms and conditions of this License are in addition to and not in substitution of the terms and conditions of the Agreement. Reference to Section numbers below are to Section number in this License only unless otherwise specified.

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1. LICENSE GRANT

1.1 Access to the Service, or portion thereof, requires that Customer download and install directly, or download, distribute and install programmatically, certain Client Software applications. Subject to Customer's compliance with all of the terms and conditions of the Agreement and this License, Cradlepoint hereby grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Client Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this License.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Client Software, documentation or data related to the Client Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Client Software, except as expressly permitted herein; sublicense, sell, resell, transfer, assign or distribute or otherwise commercially exploit or make available in any way to any third party any portion of the Client Software; use the Client Software other than in accordance with this License and in compliance with all applicable laws and regulations.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this License by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated users have access to any administrative functions of the Service.

2.3 Customer hereby agrees to indemnify and hold harmless Cradlepoint against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, any breach of this License, or from Customer's and/or Agents use of the Client Software.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Client Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Client Software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to Customer any rights of ownership in or related to the Client Software, or any intellectual property rights.

3.2 Customer retains all right, title and interest (including, without limitation, sole ownership of) all content and data provided by or on behalf of Customer or distributed through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Cradlepoint from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

4. TERMINATION

4.1 This License shall continue until terminated in accordance with this Section 4.

4.2 Customer may terminate this License at any time upon written notice to Cradlepoint as Customer's sole right and remedy with respect to any dispute with Cradlepoint under this License.



4.3 Cradlepoint reserves the right to immediately suspend or terminate Customer's license to and block Customer's access to the Service if Customer fails to comply with any term or condition in this License.

4.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this License. All sections of this License, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. In addition, the following Sections will survive any termination of this License: 2, 3, 4, and 6.

5. CLIENT SOFTWARE SECURITY

5.1 Cradlepoint represents and warrants that it will not knowingly include, in any Cradlepoint software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Cradlepoint fails to comply with the warranty in this Section, Customer may promptly notify Cradlepoint in writing of any such non-compliance. Cradlepoint will, within thirty (30) days of receipt of such written notification, either correct the non-compliance or provide Customer with a plan for correcting the non-compliance. If the non-compliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this License as Customer's sole and exclusive remedy for such non-compliance.

6. WARRANTY DISCLAIMER

6.1 EXCEPT AS SET FORTH IN SECTION 5 ABOVE, THE SERVICE, CLIENT SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS LICENSE ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE AND/OR CLIENT SOFTWARE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE AND/OR CLIENT SOFTWARE. CRADLEPOINT AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2 IF THE CLIENT SOFTWARE OR SERVICE DOES NOT MEET CUSTOMER'S REQUIREMENTS OR PROVIDE FUNCTIONALITY AND PERFORMANCE TO CUSTOMER'S SATISFACTION, CUSTOMER AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CANCEL CUSTOMER'S SUBSCRIPTION TO THE SERVICE AND TERMINATE THIS LICENSE AS SET FORTH IN SECTION 4 OF THIS LICENSE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

EXHIBIT 1 - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") outlines the service level commitments by Cradlepoint for each of the cloud-delivered services within the Cradlepoint NetCloud platform (referred to individually as the "Service"). Each SLA pertains only to the availability of the applicable Service ("Service Performance") and applies only to direct licensees of the applicable Service, provided such licensee remains in full compliance with the Cradlepoint Terms of Service and License Agreement ("TSLA").

1. DEFINITIONS.

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1.1 Measurement Window – The Service Performance shall be calculated based on minutes of compliance within a consecutive 30-day period, exclusive of any scheduled and emergency maintenance performed during that period (the “Measurement Window”).

1.2 Span of Control – The SLA shall only pertain to incidents that involve elements of the Service that are within Cradlepoint’s direct and complete operational control (“Span of Control”). For example, the physical Internet connection that connects the devices to the Service is outside of Cradlepoint’s Span of Control.

2. NETCLOUD MANAGER SLA

2.1 Service Performance for NetCloud Manager is based on availability with a 99.9% monthly uptime (excluding scheduled downtime associated with maintenance windows) as defined by the customer’s ability to use the web interface to perform administration, operations and management functions for networks and devices managed by the Service and subject to incidents within the Span of Control.

3. NETCLOUD PERIMETER SLA

3.1 Service Performance for NetCloud Perimeter is based on availability with a 99.95% monthly uptime for each customer’s virtual, cloud-based network running on the Service (“Virtual Cloud Network” or “VCN”) as defined by the ability to maintain active connections and forward data between devices within the Measurement Window and subject to (i) incidents within the Span of Control, and (ii) excludes a five (5) minute fail-over migration window per incident.

3.2 The NetCloud Perimeter Service is designed to achieve high availability even when underlying elements of the Service fail. For certain major elements within the Span of Control, Cradlepoint has established specific non-binding Service Performance objectives (the “Element Service Level Objective” or “ESLO”) that the company shall apply commercially reasonable effort to obtain, but the performance of which is not subject to section 2.1.

3.2.1 ControlPoint – a redundant control plane system element that provides provisioning, orchestration, capacity management and operational supervision of the Service. The ControlPoint ESLO is 99.9%

3.2.2 ServicePoint – a data plane element that hosts one or more VCNs and provides data forwarding and Internet egress functionality. The ServicePoint ESLO is 99.99%, exclusive of a five (5) minute fail-over migration window per incident.

4. MISCELLANEOUS

4.1 Licensee’s sole and exclusive remedies for Cradlepoint’s breach of the foregoing are set forth in the TSLA.

4.2 This document contains the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this SLA. All waivers and modifications to the terms set forth herein must be in a signed and agreed to by Cradlepoint in writing.



EXHIBIT 2 - MANAGED SERVICE PROVIDER ADDENDUM

BY CLICKING ON THE "ACCEPT" OR "CONTINUE" BUTTON OF THE TERMS OF SERVICE AND LICENSE AGREEMENT ("TSLA"), YOU AS A MANAGED SERVICE PROVIDER AND ANY ENTITY THAT YOU REPRESENT (THE "MSP") AND ANYONE TO WHOM MSP PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON MSP'S BEHALF (COLLECTIVELY, "AGENTS") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE TSLA AND THIS MANAGED SERVICE PROVIDER ADDENDUM ("ADDENDUM"). THIS ADDENDUM, TOGETHER WITH THE TSLA, (COLLECTIVELY "SERVICES AGREEMENT") DEFINES THE TERMS AND CONDITIONS PURSUANT TO WHICH CRADLEPOINT AGREES TO ALLOW YOU, AS A MSP, TO BUNDLE AND BILL FOR INTEGRATED SERVICES AND DELIVER THEM, OR FACILITATE THE DELIVERY THEREOF, TO YOUR CUSTOMERS, IN ACCORDANCE WITH CRADLEPOINT'S NETCLOUD™ MSP PROGRAM FOR MSPS AS DETAILED HEREIN. IF YOU ARE ENTERING INTO THIS SERVICES AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND MSP. MSP'S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. ("CRADLEPOINT") SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS SERVICES AGREEMENT. IF MSP DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS SERVICES AGREEMENT, CLICK THE "CANCEL" OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. DEFINITIONS. Defined terms used but not defined in this MSP Addendum, shall have the meaning ascribed in the TSLA.

1.1 **"Collaborator"** means an option available to the MSP within the Service that allows the MSP to assign an End Customer access to the administrative functionality and permissions of the management services of Service.

1.2 **"End Customer"** means: (i) a customer of MSP for which MSP utilizes the Service in conjunction with the Integrated Services; or (ii) a customer of MSP to which MSP has granted Collaborator status for the management services of the Service; or (iii) a customer of MSP that utilizes the network services of the Service.

1.4 **"Integrated Services"** means other product(s), professional service(s), managed services(s), or business practice(s) provided by the MSP and combined with the Service to create a combined single service/product package that is delivered to End Customers and supported, as set forth in Schedule A, by the MSP. The Integrated Services must have MSP-specific branding, packaging, pricing or support, in accordance with in this Services Agreement, which differentiate it from standard and generally available Cradlepoint services.

1.7 **"Territory"** means the geography in which the MSP is licensed to offer the Integrated Services.

2. MSP LICENSE

2.1 Subject to MSP's full compliance with the terms of this Services Agreement, (i) Cradlepoint will provide MSP with access to the Services through the internet as set forth in the TSLA, this Addendum and the applicable order, (ii) Cradlepoint hereby grants MSP a nonexclusive, non-transferable, limited, fully-revocable license to use the Service for the provision of Integrated Services to End Customers in the Territory, and (iii) Cradlepoint hereby

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grants MSP a nonexclusive, limited, fully-revocable license to distribute the Client Software (defined below) to End Customers or its Agents in conjunction with the Integrated Services in the Territory provided such End Customers and Agents have accepted the terms of the License and agree to be bound by terms at least as restrictive as the terms of the TSLA and this Addendum with respect to restrictions and responsibilities.

2.2 The Services are subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any such modification. Cradlepoint reserves the right to modify or discontinue the Service or any part thereof at any time in its discretion or to change the terms and conditions under which it provides the Service.

2.3 MSP understands that notwithstanding the use of terms such as "sell," "sales" or the like in connection with MSP's activities under the Services Agreement, MSP is solely an independent entity and has no authority to make representations, incur obligations or otherwise act on behalf of Cradlepoint in any way. Nothing contained in this Services Agreement shall be deemed to create any partnership or joint venture between the parties. MSP is an independent contractor and is not the legal representative or agent of Cradlepoint for any purpose and shall have no right or authority (except as expressly provided in this Services Agreement) to incur, assume or create in writing or otherwise, any obligations over Cradlepoint or its employees.

2.4 All rights not expressly granted to MSP in the Services Agreement are reserved by Cradlepoint.

3. MSP RESTRICTIONS AND RESPONSIBILITIES.

3.1 **Single Point of Contact.** MSP will designate an employee who will be responsible for all matters relating to this Services Agreement ("Primary Contact"). MSP may change the individual designated as Primary Contact at any time by providing written notice to Cradlepoint.

3.2 **End Customer Support.** MSP shall provide all support services to End Customers for the Integrated Services.

3.3 **Account Security.** MSP will be responsible for maintaining the security of MSP account, passwords (including but not limited to administrative and user passwords) and files, and for all users of MSP account with or without MSP's knowledge or consent.

3.4 **Compliance with Applicable Laws.** MSP shall at all times comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing data of the End Customer.

3.5 **Restrictions and Acceptable Use.** MSP will not, and will not permit any Agent or End Customer to violate any of the restrictions and responsibilities set forth in the TSLA except as expressly allowed in Section 2 of this Addendum with respect to the provision of Integrated Services to End Customers. MSP agrees not to use, or allow the use of, the Services in High Risk Applications, and not to market, sell or provide Integrated Services to MSP Customers or End Customers for use in High Risk Applications. MSP is responsible for all acts and omissions of its Agents and End Customers (including any breaches of this Services Agreement) as if MSP committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Services Agreement, at law or in equity, against MSP based upon such acts or omissions of such End Customers.

3.6 **Representations or Warranties.** In addition to warranties set forth in Section 6.1, MSP hereby represents, warrants and covenants that it has all necessary consents and authorization as may be required by law for MSP to: (i) use the Service on the End Customers' behalf; (ii) access such End Customers' networks, systems, personally identifiable information of Customer's and End Customers' employees, contractors and/or representatives, data, and information ("Customer Information") on behalf of such End Customer; and (iii) provide



such Customer Information to Cradlepoint for the performance of the Services. MSP further represents and warrants that it shall process the Customer Information in accordance with applicable laws, rules and regulations and in compliance with the TSLA and Cradlepoint's Privacy Policy at <https://cradlepoint.com/privacy-policy> and MSP shall notify each End Customer in writing: (i) the Customer Information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the TSLA and Cradlepoint's Privacy Policy; (ii) that Cradlepoint's Privacy Policy is available at <https://cradlepoint.com/privacy-policy>; and (iii) upon termination of the TSLA, (a) access by MSP and End Customers to such Customer Information shall immediately cease; (b) neither the MSP nor the End Customer shall have any right to access such Customer Information; and (c) Cradlepoint shall have no obligation to retain or transfer such Customer Information to the MSP or the End Customer or to another managed service provider which may be designated by the MSP or the End Customer. MSP SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CRADLEPOINT'S BEHALF.

3.7 MSP Indemnity. MSP SHALL INDEMNIFY, DEFEND AND HOLD CRADLEPOINT HARMLESS AGAINST ANY CLAIM, LOSS, LIABILITY COST OR DAMAGE SUSTAINED AS A RESULT OF MSP'S NONCOMPLIANCE WITH SECTION 3.6.

3.8 Applicable to Network Services Only. Access to the network services portion of the Service ("Network Services") requires the download and installation of software (the "Client Software") which is covered under a License as set forth in the TSLA. MSP shall not make the Network Services available to End Customers or Agents, or distribute the Client Software except pursuant to an enforceable agreement between the MSP and the End Customer or Agent (as applicable) for Cradlepoint's benefit that is at least as protective of Cradlepoint and its rights and technology as the License and the applicable terms of the TSLA.

4. CRADLEPOINT RESPONSIBILITIES

4.1 Service Availability. Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Services Agreement. Notwithstanding the foregoing, Cradlepoint reserves the right to temporarily suspend MSP's and/or one or more of its End Customers access to the Services (i) for scheduled or emergency maintenance, (ii) in the event MSP is in breach of this Services Agreement, including failure to pay any amounts due to Cradlepoint, or (iii) as a result of a Force Majeure event.

4.2 MSP Training. Cradlepoint shall, in accordance with the applicable partner program level of the MSP, provide product sales and support training and marketing materials to the MSP's designated personnel. All training of MSP personnel shall be delivered in a "train the trainer" methodology as solely designated by Cradlepoint.

4.3 MSP Support. Cradlepoint shall provide reasonable support to MSP for the Service and Client Software as specified, in Schedule A attached hereto. Cradlepoint is not responsible for providing support to any End Customer or for supporting any aspect of the Integrated Services with which the Service is combined.

4.4 Comply with Applicable Laws. Cradlepoint shall comply with all applicable laws and regulations in its performance hereunder.

4.5 Service Delivery. Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give MSP prior written notice of any material modifications.

5. INTELLECTUAL PROPERTY RIGHTS

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5.1 Use of Trademarks. During the term of this Services Agreement, MSP may use the Cradlepoint Marks (as defined in the Trademark Usage Guidelines available at Cradlepoint.com) solely in connection with its activities under this Services Agreement and in accordance with the Cradlepoint's trademark policies in effect from time to time. MSP shall not use the Cradlepoint Marks to imply Cradlepoint's endorsement of products, services or materials other than the Service. Cradlepoint may revoke any permission to use Cradlepoint Marks under this Services Agreement at any time, with or without cause.

5.2 Ownership of Trademarks. MSP acknowledges and agrees that Cradlepoint owns the Cradlepoint Marks, domain names, and that any and all goodwill derived from the use of such inures solely to the benefit of Cradlepoint. If, at any time, MSP acquires any rights in any Cradlepoint Marks or domain names or apps related to Cradlepoint Marks, MSP hereby assigns and agrees to assign such rights to Cradlepoint, along with any and all associated goodwill, at no cost to Cradlepoint. MSP will, at no time, challenge the validity, ownership, or enforceability of any Cradlepoint Marks, domain names, or apps including, without limitation, using advertising, displaying or applying to register any trademark, trade name, logo or other designation that is similar to or that may be confused with any Cradlepoint Marks.

5.3 No Registration of Similar Marks. MSP will not register in any country or jurisdiction, any name, logo, mark, domain name, or app identical to or confusingly similar to the Cradlepoint Marks.

6. MSP Data.

6.1 Cradlepoint will be provided and process certain MSP Data of MSP and End Customers (as defined in Section 6.2) related to the administration, operations, support and usage of the Service and Software. MSP hereby represents and warrants that (a) MSP has the right to provide all MSP Data to Cradlepoint; and (b) collection, maintenance, and use of all MSP Data complies with all applicable laws, which may include, without limitation, export, privacy, Gramm-Leach-Bliley Act, and Health Insurance Portability and Accountability Act. In the event Cradlepoint receives any notice or claim that any MSP Data, or activities hereunder with respect to any MSP Data, may infringe or violate rights of a third party or any laws or regulations, Cradlepoint may, but is not required to, suspend or terminate the Services.

6.2 By using or accessing the Service, MSP hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify MSP Data as necessary to perform the Service. "MSP Data" means all electronic data and information submitted by MSP, including End Customer Data, for set up and provisioning of the Service for the performance of Integrated Services. MSP Data does not include any Content. "Content" means all information distributed by or on behalf of MSP or End Customer through the Service.

6.3 Notwithstanding anything else in this Services Agreement or otherwise, Cradlepoint may monitor MSP's and any End Customer's use of the Service and Customer Information and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify MSP or End Customer or MSP's or End Customer's confidential or personally identifiable information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data: (i) MSP hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint; (ii) MSP hereby covenants and agrees to obtain an enforceable written assignment to Cradlepoint of all right, title and interest in and to Cradlepoint Data from each End Customer.

7. INDEMNIFICATION

7.1 As a condition of MSP's and/or its End Customer's use of the Services and with respect to any third-party claims, MSP agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and



their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind that directly or indirectly arise from or are based upon:

- (a) MSP's and/or one or more of its End Customers or Agents breach of the Services Agreement;
- (b) MSP's and/or its End Customer's or Agents use of the Services, the Integrated Services and/or related products;
- (c) any conduct, activity, error or omission by MSP and/or its End Customer's or Agents including Content transmitted using the Service or on any web site maintained by MSP and/or its End Customers;
- (d) any violation by MSP and/or one or more of its End Customers or Agents, of any law, regulation or rule;
- (e) violation by MSP and/or one or more of its End Customers or Agents of any privacy, employee, or consumer protection right that is implicated herein; or
- (f) MSP's and/or its End Customer's or Agent's infringement, or the infringement or use by any other user of MSP's account, of any intellectual property or other right of any person or entity.

7.2 All indemnification duties in this Addendum shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Services Agreement or MSP's and/or its End Customer's use of the Services. Cradlepoint may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by MSP. Cradlepoint may participate in the defense of all claims as to which it does not assume defense and control, and MSP shall not settle any such claim without Cradlepoint's prior written consent.

8. WARRANTIES AND DISCLAIMERS

8.1 Notwithstanding any provision hereof, Cradlepoint's sole and exclusive warranty and warranty obligation with respect to the Services licensed hereunder are set forth in the TSLA.

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any provision hereof, Cradlepoint's liability under this Addendum is limited as set forth in Section 9 of the TSLA.

10. TERM AND TERMINATION

10.1 **Initial Term and Renewal.** The term of this Addendum shall be coterminous with the term in the TSLA and shall terminate in accordance with terms set forth in the TSLA except as express set forth herein.

10.2 **Termination.** MSP may terminate this Addendum upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Addendum immediately upon written notice to MSP in the event of any material breach of the Services Agreement by MSP and/or its Agents or End Customers.

10.3 **Surviving Terms.** The following Sections of this Addendum will survive termination of the Services Agreement or the Addendum: 1, 3.7, 5.2, 5.3, 6-12, and any other section which by its nature is intended to survive.

10.4 **Disposition of Network Service End Customers.** Upon termination, either for cause or without cause, the MSP will have a thirty (30) day period by which to decommission, migrate or otherwise dispose of End Customer accounts as provided for below, immediately after which such accounts will be suspended by Cradlepoint and rendered unavailable to MSP and End Customers:

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- (a) MSP directly, or facilitates the migration of, End Customer accounts to Cradlepoint where they can create their own account and subscribe to similar service plan.
- (b) Migrate End Customers to another partner, provided by or agreed to by Cradlepoint at its sole discretion that provides similar products and services.

11. PAYMENT OF FEES

- 11.1 **Service Fees.** MSP will pay Cradlepoint the fees in accordance with this Services Agreement and as set forth in the applicable order. If not otherwise specified, payments will be due within thirty (30) days of invoice.

12. MISCELLANEOUS

- 12.1 **Publicity.** Neither party shall engage in any publicity regarding this relationship, including by means of press releases, advertising or other means, without the other party's prior written consent. Either party may include the other's name and logo in lists of partners.
 - 12.2 **Entire Agreement.** The Services Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No amendment or waiver of any provision of this Services Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. To the extent of any conflict between the Addendum and the TSLA, the Addendum shall control. In the event of any conflict between this Addendum and any schedules or attachments hereto, the body of this Addendum shall prevail unless expressly stated otherwise. There are no third party beneficiaries to the Services Agreement.
-



SCHEDULE A – PARTNER SUPPORT REQUIREMENTS

Cradlepoint follows the tradition three-tier model of customer and technical support. The MSP is responsible for providing all support to End Customers. Cradlepoint is responsible for support only to MSP, as set forth below:

| | MSP Provides: | Cradlepoint Provides: |
|--|--|---|
| | <p>Inform End Customers on system requirements and supported operating systems.</p> <p>Assist with network topology-related issues</p> <p>Instruct End Customers on how to use the Integrated Service</p> <p>Assist End Customers with any configuration or setup required within their host operating systems</p> <p>General troubleshooting</p> | <p>MSP technical training</p> <p>Documentation</p> <p>Online knowledgebase.</p> |
| | <p>MSP retains primary End Customer interface</p> <p>Records and manages trouble tickets</p> <p>Provides initial problem investigation, data capture and troubleshooting</p> <p>Escalates unresolved trouble tickets related to the Service to Cradlepoint Tier 2 support for resolution</p> <p>Provides End Customer with feedback once the problem has been resolved and the ticket closed</p> | <p>Access to applicable Cradlepoint support services.</p> |

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Jason Clemens COO
Name and Title of Authorized Representative

 4/13/2016
Signature Date

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Anne Arundel
State of MD)ss
)

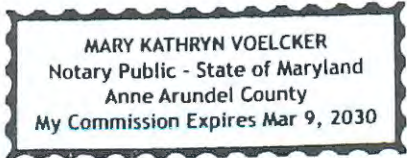
My name is RYAN O'KANE. I am an authorized agent of ROK BROTHERS, INC
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 4/14/26
Affiant Date
Ryan J. Okane
Printed Name

Subscribed and sworn to before me this 14 day of April, 2026.

[Signature]
Notary Public



Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the January Adjourned

Term. 20 26

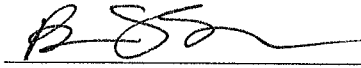
In the County Commission of said county, on the 5th day of May 20 26

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

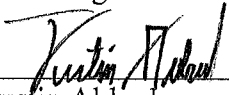
Now on this day, the County Commission of the County of Boone does hereby approve the award Contract C001128 (11-18MAR26) - Dedicated Internet Access for Guest Wi-Fi Services for the Boone County Information Technology Department. The contract is set out in the attached, and the Presiding Commissioner is authorized to sign the same.

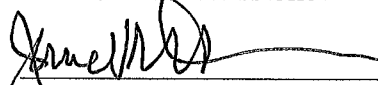
Done this 5th day of May 2026.

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 Rd.
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy, Buyer
DATE: April 22, 2026
RE: Award of C001128 (11-18MAR26) – Dedicated Internet Access for Guest Wi-Fi Services – Term & Supply

Request for Bid #11-18MAR26 – Dedicated Internet Access for Guest Wi-Fi opened March 18, 2026. Three bid responses were received from Socket Telecom, LLC, Missouri Network Alliance, LLC, & Granite Telecommunications, LLC.

Upon the completion of the bid evaluation, the Information Technology Department and Purchasing Department recommend awarding by low bid, “all or nothing” to Socket Telecom, LLC.

This is a Term and Supply contract and the period is from the date of award through one (1) year with four (4), one-year renewal periods. County Contract number is C001128.

This will be paid using the following codes:

- Department – 2708 –911/EM IT Hardware and Software (\$2,400)
- Account – 48002 – Data Communication
- Department – 1172 – GF IT Hardware & Software (\$2,400)
- Account – 48002 – Data Communication

/bp

cc: Julia Lutz, Beth Boos, Victoria Walter, Phillip Montes - IT
Contract File

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Limited Liability Company Details as of 4/17/2026

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
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ONLINE](#)[Amendment to Articles of Organization](#)[ORDER COPIES/
CERTIFICATES](#)

| General Information | Filings | Principal Office Address | | |
|---------------------|------------------|--|--------------------------|-----------|
| | Name(s) | SOCKET TELECOM, LLC | Principal Office Address | |
| | Type | Limited Liability Company | Charter No. | LC0050887 |
| | Domesticity | Domestic | Home State | MO |
| | Registered Agent | <u>CSC-LAWYERS INCORPORATING SERVICE COMPANY</u> 221 Bolivar Street Jefferson City, MO 65101 | Status | Active |
| | Date Formed | 5/11/2001 | | |
| | Duration | Perpetual | | |

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Subcontracting Plan Reporting Contract Retrieval Issue Show Details
Apr 17, 2026



See All Alerts

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025



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- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

socket



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program



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Dates



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SAM.gov

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

**PURCHASE AGREEMENT FOR
DEDICATED INTERNET ACCESS FOR GUEST WI-FI SERVICES
TERM AND SUPPLY**

THIS AGREEMENT, C001128, dated the 5th day of May 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Socket Telecom, LLC**, herein “Contractor” or “Contractor”.

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 **Dedicated Internet Access for Guest Wi-Fi Services**, County of Boone Request for Bid number **11-18MAR26** including Introduction and General Condition of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, Vendor’s Response and Pricing Pages, Prior Experience, Boone County Standard Terms and Conditions, Work Authorization Certification, Addendum #1, as well as the Contractor’s Bid Response dated **March 12, 2026**, Email Clarification dated **March 30, 2026**, and Socket Telecom, LLC Summary of Service executed by **Steve Bremer** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and 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 bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the terms, conditions, provisions, and requirements contained in the bid specifications shall control over the Contractor’s bid response or Contractor’s quote forms.

2. **Contract Period** – The contract period shall be **from the date of award through one (1) year**. The County shall have the option to renew the contract for four (4) one-year periods with a 0% increase in pricing. The County has the option to renew on a month-to-month basis thereafter until either party gives a 30-day notice of cancellation.

3. **Purchase** - The County agrees to purchase from the Contractor, and the Contractor agrees to supply the County with all items per the bid specifications and as responded to in sections 4.1, and in conformity with the contract documents for the prices set forth in the Contractor’s bid response and below, as needed and as ordered by the County.

| Internet Bandwidth | Bandwidth | Price |
|-----------------------------------|---------------------------------------|----------|
| One-Time Installation cost | 500Mb | \$0.00 |
| Service Cost per Month | 500MB | \$550.00 |
| Hardware Lease per Month | \$35.00 | |
| Early Termination Fee | 75% of the remaining monthly charges. | |

4. **Delivery and Installation** - Contractor agrees to provide Wi-Fi service within 30 calendar days after receiving Notice to Proceed.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Information Technology Department. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery, extra services, or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all invoices within thirty (30) days of

receipt of a correct invoice. Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. 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 Contractor, 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.

6. **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.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification, or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Information Technology Department using the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by 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.

Socket Telecom, LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

Signed by:
by Steve Bremer
6C65801687CF41D...

Signed by:
Kip Kendrick
2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

title Government & Enterprise Sales

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD...
CJ Dykhouse, County Counselor

Signed by:
Brianna L. Lennon
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.)

DocuSigned by:
Kyle Pileman by HR
No Encumbrance Refused
EB91DB24AAAC49D...

4/27/2026

1172-48002 – Term & Supply
2708-48002 – Term & Supply

Signature

Date

Appropriation Account

STANDARD 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.

Revised: 01/10/24



BOONE COUNTY
GOVERNMENT

11-18MAR26 Addendum 1

Socket

Socket Telecom, LLC

Supplier Response

Event Information

Number: 11-18MAR26 Addendum 1
Title: Dedicated Internet Access for Guest Wi-Fi Services – Boone County Government Center
Type: Formal Request for Bid
Issue Date: 2/27/2026
Deadline: 3/18/2026 11:00 AM (CT)
Notes: The contractor shall provide dedicated internet access for guest Wi-Fi services to the Boone County Government Center, hereinafter referred to as the “County.” The contractor must provide all labor, materials, supplies, and services, and must provide the necessary dedicated internet services as specified herein.

Contact Information

Contact: Brijanna Purdy Buyer
Address: Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201
Phone: (573) 886-4394
Email: bpurdy@boonemo.gov

Socket Information

Contact: Steve Bremer
Address: 2703 Clark Lane
Columbia, MO 65202
Phone: (573) 817-0000 x111
Email: sbremer@socket.net
Web Address: www.socket.net

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

Steve Bremer
Signature

sbremer@corp.socket.net
Email

Submitted at 3/12/2026 12:43:05 PM (CT)

Supplier Note

Thank you for the opportunity to submit a competitive bid for services. Please let me know if you have any questions or need any additional information.

Requested Attachments

Request for Bid Response

11-18MAR26--DIA for Guest Wi-Fi Services (Socket).pdf

Attach your entire bid response.
Be sure to include the following:
Vendor Response and Pricing Pages
Prior Experience
Certification Regarding Debarment
Work Authorization Certification

Addendum #1

County of Boone-Work Authorization.pdf

Submit with bid

Bid Attributes

| | |
|----------|--|
| 1 | <p>Cooperative Procurement - Agreement</p> <p>By checking the box, the offeror agrees to allow other political subdivisions to piggy-back off the resulting contract at the same terms, conditions and prices as those under contract.</p> <p><input checked="" type="checkbox"/> Confirm</p> |
| 2 | <p>Estimated Delivery</p> <p>Indicate the number of calendar days after receipt of the contract award to set up a fully operational internet service.</p> <p>30 calendar days or less for 801 E Walnut Street, Columbia MO.</p> |

Bid Lines

| | |
|----------|-----------------------|
| 1 | Package Header |
|----------|-----------------------|

Internet Bandwidth: One-Time Installation Cost

Quantity: 1 UOM: EA Total:

Package Items

1.1 Line Item 4.10.1

Dedicated Internet Access: 300Mbps

Quantity: 1 UOM: EA Unit Price: Total:

1.2 Line Item 4.10.2

Dedicated Internet Access: 500Mbps

Quantity: 1 UOM: EA Unit Price: Total:

1.3 Line Item 4.10.3

Dedicated Internet Access: 750Mbps

Quantity: 1 UOM: EA Unit Price: Total:

1.4 Line Item 4.10.4

Dedicated Internet Access: 1G

Quantity: 1 UOM: EA Unit Price: Total:

1.5 Line Item 4.10.5

Dedicated Internet Access: Other speed - Please list all options with cost

Quantity: 1 UOM: EA Unit Price: Total:

2 Package Header

Internet Bandwidth: Service Cost per Month, Including all taxes and fees

Quantity: 1 UOM: EA Total:

Package Items

2.1 Line Item 4.10.6

Dedicated Internet Access: 300Mbps

Quantity: 1 UOM: EA Unit Price: Total:

2.2 Line Item 4.10.7

Dedicated Internet Access: 500Mbps

Quantity: 1 UOM: EA Unit Price: Total:

2.3 Line Item 4.10.8

Dedicated Internet Access: 750Mbps

Quantity: 1 UOM: EA Unit Price: Total:

2.4 Line Item 4.10.9

Dedicated Internet Access: 1G

Quantity: 1 UOM: EA Unit Price: Total:

2.5 Line Item 4.10.10

Dedicated Internet Access: Other speed - Please list all options with cost

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3 Package Header

Internet Bandwidth: Hardware Lease per Month

Quantity: 1 UOM: EA Total:

Package Items

3.1 Line Item 4.10.11

Dedicated Internet Access: 300Mbps

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3.2 Line Item 4.10.12

Dedicated Internet Access: 500Mbps

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3.3 Line Item 4.10.13

Dedicated Internet Access: 750Mbps

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3.4 Line Item 4.10.14

Dedicated Internet Access: 1G

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3.5 Line Item 4.10.15

Dedicated Internet Access: Other speed - Please list all options with cost

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

4 Line Item 4.10.16

Termination Fee: Quote a firm, fixed total price for terminating services.

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

5 Line Item 4.10.17.

Required Other Costs: Provide an itemized list of any other costs required for the provision of defined dedicated internet service if not included above.

Quantity: 1 UOM: EA Unit Price: Total:

6 Package Header

Line item 4.11.
Maximum Percentage Increase for Renewal Periods

Item Notes: Percentages quoted for renewal options will be taken into consideration during the evaluation of cost.

Package Items

6.1 Line Item 4.11.1.

Maximum percentage increase for 1st Renewal

Total:

6.2 Line Item 4.11.2.

Maximum percentage increase for 2nd Renewal

Total:

6.3 Line Item 4.11.3.

Maximum percentage increase for 3rd Renewal

Total:

6.4 Line Item 4.11.4.

Maximum percentage increase for 4th Renewal

Total:

Response Total: \$3,490.00



Response Cover Letter: Dedicated Internet Access (DIA)

Date: March 16, 2026

Brijanna Purdy, Buyer – Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201

Re: Bid 11-18MAR26 – Dedicated Internet Access for Guest Wi-Fi Services

Dear Ms. Purdy and the Boone County Evaluation Committee,

Socket Fiber is pleased to submit this proposal to provide Dedicated Internet Access (DIA) for the Guest Wi-Fi Services at the Boone County Government Center. As a company headquartered right here in Columbia, Missouri, we are deeply committed to providing the infrastructure that keeps our local government and community connected.

Since 1994, Socket has been a staple of the Mid-Missouri business landscape. We are not just a service provider; we are your neighbors. When the County chooses Socket, you are choosing a partner with a 30-year reputation for reliability, local accountability, and community involvement.

Our proposal offers a carrier-grade fiber solution designed specifically for high-density public environments like the Government Center. We understand that Guest Wi-Fi is a critical public service, and our local network architecture ensures that your visitors experience seamless, high-speed connectivity with the lowest possible latency.

We value our relationship with Boone County and look forward to the opportunity to support your technological needs for years to come.

Sincerely,

A handwritten signature in black ink that reads 'Steven A. Bremer'.

Steven A. Bremer

Socket Fiber

sbremer@corp.socket.net

(573) 644-7575 Desk

(573) 301-9480 Mobile



Executive Summary: The Socket Advantage

Socket Telecom's response to RFB 11-18MAR26 is built on the foundation of local expertise and enterprise-grade performance. While many national incumbents view Boone County as just another dot on a map, Socket views this project as a vital service to our home community.

1. Local Roots, Global Standards (Since 1994)

For over three decades, Socket has successfully navigated the evolving telecommunications landscape. Our longevity is a testament to our technical stability and our "customer-first" approach. We own and operate our own fiber-optic network, meaning we don't rely on third-party wholesalers to keep your Guest Wi-Fi running.

2. Unmatched Reliability for Guest Services

Guest Wi-Fi in a government setting requires consistent bandwidth that can handle fluctuating traffic loads. Our Dedicated Internet Access (DIA) provides:

- Symmetrical Upload/Download Speeds: Ensuring smooth performance for video conferencing, large file transfers, and modern web applications.
- Low Latency Architecture: Our core network is optimized for the Midwest, ensuring data travels the shortest possible path.
- Proactive Local Support: In the unlikely event of a service issue, you aren't calling an overseas call center. You are calling a NOC located right here in Columbia, staffed by technicians who understand your needs.

3. Community Commitment & Accountability

Socket is a major employer and taxpayer in Boone County. We are active in local chambers, non-profits, and community development projects. This local presence creates a higher level of accountability—we are motivated to ensure our services perform at their peak because our reputation is built on the success of the organizations we serve in Mid-Missouri.

4. Seamless Implementation

Because of our existing fiber density in downtown Columbia and the Government Center area, Socket can offer an aggressive installation timeline with minimal disruption to County operations.



Request for Bid (RFB)

Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

Bid Data

Bid Number: **11-18MAR26**
Commodity Title: **Dedicated Internet Access for Guest Wi-Fi Services – Boone County Government Center – Term & Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS
TO THE PURCHASING DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Monday, March 16, 2026**
Time: **11:00 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201**
Directions: The Boone County Purchasing Department is in the Boone County Road & Bridge Building located at 5551 S. Tom Bass Road off Highway 63 South from Columbia. A wheelchair accessible entrance is available.

Bidders has the option of submitting their bid through the regular or express mail, or submitting an electronic bid using the County’s electronic bidding website at:

<https://bocomobids.ionwave.net/Login.aspx>

Bid Opening

Day / Date: **Monday, March 16, 2026**
Time: **11:00 A.M.**
Location / Address: **Boone County Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201**

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
 - **Prior Experience**
 - **Certification Regarding Debarment**
 - **Instruction for Compliance with House Bill 1549**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

County of Boone

Purchasing Department

1. *Introduction and General Conditions of Bidding*

1.1. **Invitation:** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **Definitions:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communication between the County and Bidder are not binding.

1.3.1. **Bid/Clarification Contact:**

Brijanna Purdy, Buyer, Boone County Purchasing

5551 S. Tom Bass Road, Columbia, MO 65201

Telephone: (573) 886-4394

E-mail: bpurdy@boonemo.gov.

- 1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions, and specifications of this RFB.
- 1.3.3. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.4. **Award:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item-by-item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
- 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **Contract Execution:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
- 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
- 1) the provisions of the Contract (as it may be amended)
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.
- 1.7. **On-Site Inspection:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. An inspection of the site can be arranged by appointment only by contacting Brijanna Purdy at (573) 886-4394 or bpurdy@boonemo.gov.

2. Scope of Work

- 2.1. Internet Service:** The contractor shall provide dedicated internet access for guest Wi-fi services to the Boone County Government Center, hereafter referred to as "County." The contractor must provide all labor, materials, supplies, services, and provide necessary dedicated internet services as specified herein.
- 2.1.1. **Internet Service Location:** Internet service shall be provided to the Boone County Government Center located at 801 E. Walnut Street, Room 225 in Columbia, Missouri (Boone County).
- 2.2. General Requirements:** The basic internet service to support the guest Wi-fi provided by the contractor must, at a minimum, meet the following requirements:
- 2.2.1. 99.9% service up-time.
- 2.2.2. 300Mbps or higher Synchronous Internet Connection.
- 2.2.3. 1 Public, static IPv4 address.
- 2.2.4. The contractor shall supply, configure, and manage the router/firewall. The router/firewall must be monitored by the contractor 24 hours a day, 7 days a week, 365 days a year, including provision of technical service support that shall be provided by the contractor as needed and available 24x7x365.
- 2.2.5. The contractor-supplied router/firewall must act as a DNS and DHCP server for the internal network. The internal DHCP scope shall be a /23 network. The contractor shall understand and agree that the County will let the contractor know the internet IP scheme promptly after the contract is awarded.
- 2.2.6. The contractor shall understand and agree that the County will specify any open incoming ports that may be needed.
- 2.2.7. All outbound traffic must be unrestricted.
- 2.2.8. The contractor may also include other service speeds in addition to the 300Mbps speed.
- 2.2.9. The contractor shall notify the County prior to any planned outages during the course of service.
- 2.2.10. The contractor's dedicated internet service shall allow the County the ability to monitor and report on traffic and usage of the Internet connection.
- 2.2.11. The service shall have the capability to be upgraded upon request of the County.
- 2.2.12. Ability to set alerts based on bandwidth usage.
- 2.3. Qualifications Requirements:** The contractor shall maintain, as applicable, all current occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.

- 2.3.1. The contractor is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance of such will in no way relieve the contractor from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- Type text h
- 2.4. **Sub-Contractors:** The contractor shall understand and agree that no subcontractors shall be used without prior approval of the County.
- 2.5. **Contract Period:** The contract period shall be from **the date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof, for ongoing service and support. The County also reserves the right to terminate and/or cancel the contract in writing prior to a formal contract amendment issued by the Purchasing Department.
- 2.5.1. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end date of the last renewal period, if it is deemed to be in the best interest of Boone County.
- 2.5.2. **Pricing:** All prices shall be as indicated on the Vendor Response and Pricing Pages or on the line items in Euna Solutions, the County's electronic bid platform. The County shall not pay nor be liable for any other additional costs, including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.
- 2.5.3. **Contract Documents:** The successful bidder (also referred herein as "the contractor") shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.5.4. **Price Increase:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.5.5. It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.5.6. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.5.7. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period if the first renewal period, or the previous contract period for all other contract renewals.

2.6. Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractors has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the County, which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general

liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

- 2.7. **Non-Appropriation Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence, and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.8. **Invoicing and Payment:** The contractor must submit an itemized invoice for services provided on a monthly basis. Payment will be made in arrears. Invoiced charges must correspond to pricing quoted on the Vendor Response and Pricing Pages. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of prices quoted on the Vendor Response and Pricing Pages. The County agrees to pay all invoices within thirty (30) calendar days after receipt of a correct and valid invoice. The County's contract number must appear on the invoice/statement.

- 2.9.** **Designee:** For the purposes of the resulting contract, the designated County representative for primary contact is Beth Boos, Deputy Director of Information Technology, 801 E. Walnut Room 220, Columbia, MO 65201.

3. Bidder's Instructions and Evaluation:

-
- 3.1. **RESPONSE CONTENT:** To enable direct comparison of competing Responses, the Bidder must submit a Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered, and if not applicable, the section must contain "N/A". The manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline" with NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier, or for Internet disruptions that may impact the performance of the Euna Solution electronic bidding system that the County uses.
- 3.2.1. **Hard Copy Sealed Bids:** If submitting a hard-copy bid, the bidder should submit the sealed bid to the location specified on the title page, including two (2) complete copies of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date, and time.
- 3.2.2. **Electronic Bids:** If submitting the bid using the Euna Solution electronic bidding system at <https://bocomobids.ionwave.net/Login.aspx>, the bidder is cautioned to carefully follow instructions in the electronic solicitation and ensure that all requirements are met, and the bid submission is complete. Refer questions about the electronic bidding process to the Buyer of Record named on page one of this solicitation.
- 3.3. **ADVICE OF AWARD:** If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's Purchasing website under the "Notice of Awards" <https://www.showmeboone.com/purchasing/bids/awards.asp>
- 3.4. **BID OPENING:** On the date, time, and location specified on the title page, all Responses will be opened in public. Summary information from each response will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, the County reserves the right to not open the bid and extend the Closing Date to invite bid responses from more vendors in the interest of establishing competition.
- 3.4.1. **Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating the reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. **RESPONSE CLARIFICATION:** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

- 3.5.1. **Rejection or Correction of Responses:** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.6. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that, in our judgment, the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.6.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to the requirements of the RFB, the total cost to the County, as well as other factors stated in the RFB.
- 3.6.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.6.3. **Endurance of Pricing:** The bidder's response, including pricing, must remain valid for ninety (90) calendar days or until an award, whichever comes first. If the bid response is accepted, the entire bid response, including all pricing, shall be held firm for the duration of the indicated contract period.
- 3.6.4. **RESPONSE CONTENT:** To enable direct comparison of competing Responses, the Bidder must submit a Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered, and if not applicable, the section must contain "N/A". The manufacturer's published specifications for the items requested shall be included with the response.

4. Vendor’s Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response or use the County’s electronic bid platform (Euna Solutions).

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror’s/bidder’s company in a contract with the County.

Company Name:

Socket

Address: 2703 Clark Lane

City/Zip: Columbia MO 65202

Phone Number:

(573) 644-7575

Email: sbremer@corp.socket.net

Fax Number:

(573) 441-1050

Contact Name and E-Mail Address to receive documents for electronic signature:

Steve Bremer sbremer@corp.socket.net

Federal Tax ID:

43-1945370

4.1. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County’s Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.1.1. Authorized Representative (Sign by Hand):



4.1.2. Type or Print Signed Name: Steve Bremer / Government & Enterprise Sales ere

4.1.3. Today's Date: 3/10/2026

4.2. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.3. **Pricing:**
The bidder must quote firm, fixed pricing below for the provision of dedicated internet access for guest Wi-Fi services as defined herein.

| Internet Bandwidth: One-Time Installation Cost | |
|--|--|
| Line Item 4.3.1 Dedicated Internet Access: 300Mbps | \$ 0.00 |
| Line Item 4.3.2 Dedicated Internet Access: 500Mbps | \$ 0.00 |
| Line Item 4.3.3 Dedicated Internet Access: 750Mbps | \$ 0.00 |
| Line Item 4.3.4 Dedicated Internet Access: 1G | \$ 0.00 |
| Line Item 4.3.5 Dedicated Internet Access: Other speed - please list all options | \$ 0.00 |
| Internet Bandwidth: Service Cost per Month, including all taxes and fees | |
| Line Item 4.3.6. Dedicated Internet Access: 300Mbps | \$ 500.00 |
| Line Item 4.3.7. Dedicated Internet Access: 500Mbps | \$ 550.00 |
| Line Item 4.3.8. Dedicated Internet Access: 750Mbps | \$ 600.00 |
| Line Item 4.3.9. Dedicated Internet Access: 1G | \$ 650.00 |
| Line Item 4.3.10. Dedicated Internet Access: Other speed - please list all options | \$ 2Gbps \$995.00 |
| Internet Bandwidth: Hardware Lease per Month | |
| Line Item 4.3.11. Dedicated Internet Access: 300Mbps | \$ 35.00/month (optional managed router) |
| Line Item 4.3.12. Dedicated Internet Access: 500Mbps | \$ 35.00/month (optional managed router) |

| | |
|--|--|
| Line Item 4.3.13. Dedicated Internet Access: 750Mbps | \$ |
| Line Item 4.3.14. Dedicated Internet Access: 1G | \$ |
| Line Item 4.3.15. Dedicated Internet Access: Other speed - please list all options | \$ |
| | |
| Line Item 4.3.16. Termination Fee: Quote a firm, fixed total price for terminating service. | \$ |
| Line Item 4.3.17. Required Other Costs: Provide an itemized list of any other costs required for the provision of defined dedicated internet service if not included above. <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> | |
| | |
| 4.4. | Maximum Percentage Increase for Renewal Periods |
| 4.4.1. | % Increase 1 st Renewal |
| 4.4.2. | % Increase 2 nd Renewal |
| 4.4.3. | % Increase 3 rd Renewal |
| 4.4.4. | % Increase 4 th Renewal |
| Note: Percentages quoted for renewal options will be taken into consideration during the evaluation of cost. | |
| | |
| 4.5. <u>Customer Service Support</u> – Provide contact information in the available spaces for customer service support | |
| 4.5.1. | Contact Name: _____ |
| 4.5.2. | Phone Number: _____ |
| 4.5.3. | Email: _____ |
| 4.5.4. | Contact Days/Hours of Availability: _____ |
| 4.6. <u>Estimated Delivery:</u> Indicate the number of calendar days after receipt of the Contract Award to set-up fully operational internet service: <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> | |

4.7. Single Point of Contact Information: Provide the contact name, phone number, and e-mail for the staff person who will be performing as the Single Point of Contact regarding the County's account:

Name: Business Center (TBD)

Phone and E-Mail:
businesscenter@corp.socket.net

Hours of Operation:
Mon-Fri 8AM-6PM, Saturday 11AM-8PM 800-762-5383, Opt. 2
After Hours and Weekends 888-876-5522

PRIOR EXPERIENCE

(Complete and Return with Bid - References of similar services for governmental agencies are preferred)

1. Reference #1: Prior Services Performed for:

Company Name/Address:

State of Missouri Office of Administration/Information Technology Division

Contact Name:

Kristie Bailey

Telephone Number:

(573) 522-5635

Email:

Kristie.bailey@oa.mo.gov

Date of Contract:

Various contract dates since 2014.

Length of Contract:

Contract terms are 4 years and have various start dates.

Description of Prior Services (include dates):

Over (75) circuits with bandwidth varying from 50Mbps to 10Gbps.

2. Reference #2: Prior Services Performed for:

Company Name/Address:

MOREnet

Contact Name:

Chris Schneider

Telephone Number:

(573) 882-8429

Email:

schneider@more.net

Date of Contract:

Various contract dates since 2017.

Length of Contract:

Contract terms are 3-5 years and have various start dates.

Description of Prior Services (include dates):

Over (20) circuits with bandwidth varying from 50Mbps to 5Gbps.

3. Reference #3: Prior Services Performed for:

Company Name/Address:

Cole County

Contact Name:

Brian Ridenhour

Telephone Number:

(573) 634-9063

Email:

bridenhour@colecouny.org

Date of Contract:

2023 for one location and 2025 for another location

Length of Contract:

3 year terms

Description of Prior Services (include dates):

(2) 1Gbps/1Gbps Dedicated Internet Access circuits.

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

(Please complete and return with Bid Response)

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
) ss
State of MO)

My name is Jessica Barnes. I am an authorized agent of Socket Telecom, LLC
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

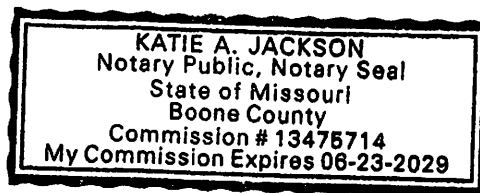
Jessica Barnes 3/12/2026
Affiant Date

Jessica Barnes JB
Printed Name

Subscribed and sworn to before me this 12th day of March, 2026

Katie A. Jackson
Notary Public

Also include the E-Verify Memorandum of Understanding for the bidder's company with the bid





Company ID Number: 571783

Client Company ID Number: 2860718

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Socket Telecom, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 2860718

This list represents the first 20 Program Administrators listed for this company.

(Please complete and return with Bid Response – If Applicable)

CERTIFICATION OF INDIVIDUAL BIDDER

Type text herere

Type text here

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Not Applicable

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



e text here

Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

STANDARD 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.

Revised: 01/10/24



Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

“No Bid” Response Form

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 11-18MAR26 – Dedicated Internet Access for Guest Wi-Fi Services – Boone County Government Center – Term & Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

(Please complete and return with Bid Response)

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
) ss
State of MO)

My name is Jessica Barnes. I am an authorized agent of Socket Telecom, LLC
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

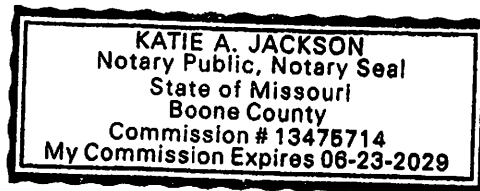
Jessica Barnes 3/12/2026
Affiant Date

Jessica Barnes JB
Printed Name

Subscribed and sworn to before me this 12th day of March, 2026

Katie A. Jackson
Notary Public

Also include the E-Verify Memorandum of Understanding for the bidder's company with the bid





Company ID Number: 571783

Client Company ID Number: 2860718

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Socket Telecom, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

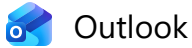
1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 2860718

This list represents the first 20 Program Administrators listed for this company.



Re: 11-18MAR26- Dedicated Internet Access for Guest Wi-Fi Services

From Steve Bremer <sbremer@corp.socket.net>

Date Mon 3/30/2026 8:51 AM

To Brijanna Purdy <BPurdy@boonemo.gov>

CAUTION: This email originated outside of **boonemo.gov**. ONLY use links and attachments which are familiar.

Good afternoon Brijanna!

Thanks for reaching out. Here's answers to your questions.

1. **What is your service uptime?** The solution proposed is Socket's Dedicated Internet Access (DIA), which is our highest tier of enterprise connectivity. Unlike shared "best effort" broadband, our DIA is a fiber-optic circuit with guaranteed bandwidth. To ensure the reliability required for your operations, our service includes a comprehensive Service Level Agreement (SLA) with core guarantees. We commit to a network availability of 99.99% on a monthly basis. This reflects our confidence in our network architecture. Our SLA also covers critical performance factors including latency, packet loss, and jitter, ensuring that high-demand applications like VoIP, video conferencing, and cloud services remain stable. In the event that service availability falls below our 99.99% threshold, Socket provides SLA Service Credits. This financial commitment ensures that our goals are aligned with your need for constant connectivity. This uptime is backed by our 24/7/365 Network Operations Center (NOC) located right here in the Columbia, which proactively monitors your circuit to identify and resolve potential issues before they impact your staff.

2. **How will you be notifying the County of Boone when it comes to outages and scheduled downtime?** Socket utilizes a proactive notification protocol designed to minimize impact on Boone County operations. For all non-emergency improvements or scheduled maintenance, Socket provides a minimum of 48 hours' advance notice. These activities are performed during our standard maintenance windows (typically during low-traffic overnight hours) to ensure the least amount of disruption.

Notifications are delivered via email to your designated team. We highly recommend providing a departmental distribution list (e.g., ITSupport@BooneMO.gov) rather than a single individual's inbox. This ensures that all necessary personnel receive the update simultaneously.

3. **What would your response time for outages be?** Our DIA service includes a Service Level Agreement (SLA) guaranteeing Mean Time to Repair (MTTR). MTTR is less than four hours. If we fail to meet the MTTR an SLA credit will be due.

Let me know if you have additional questions or need anything else.

Thanks!

Steve Bremer



Government & Enterprise Sales



T: (800) 762-5383 ext. 111
D: (573) 644-7575
M: (573) 301-9480
E: sbremer@corp.socket.net
A: 2703 Clark Ln Columbia MO 65202



Steve Bremer | Account Executive | **P:** (800) 762-5383 ext. 111 |

From: Brijanna Purdy <BPurdy@boonemo.gov>
Sent: Friday, March 27, 2026 2:06 PM
To: Brijanna Purdy <BPurdy@boonemo.gov>
Subject: 11-18MAR26- Dedicated Internet Access for Guest Wi-Fi Services

You don't often get email from bpurdy@boonemo.gov. [Learn why this is important](#)

Good afternoon,

Our team is currently evaluating the submitted bids for 11-18MAR26- Dedicated Internet Access for Guest Wi-Fi Services, and we have some clarification questions that are needed. Please see all clarification questions below and email me your answers.

Please have your answers to me no later than Wednesday at 2 PM.

1. What is your service uptime?
2. How will you be notifying the County of Boone when it comes to outages and scheduled downtime?
3. What would your response time for outages be?

Thank you,

Brijanna Purdy
Buyer

Boone County Government, Missouri



Purchasing Department
5551 S. Tom Bass Rd.
Columbia, MO 65201
P: 573-886-4394
BPurdy@boonemo.gov

****Please note my email has changed effective 11/21/25**

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



**Boone County Government
Telecommunications Service Contract: Summary of Service**

Socket Summary

| Location | Pricing | Term |
|---|--------------------|--|
| 801 E Walnut St Room 225 Columbia, MO 65201 | \$585.00 \$0.00 | monthly charge non-recurring charge |

Contract Total

| Location | Pricing | Term |
|--------------------------|--------------------|--|
| Charges For All Packages | \$585.00 \$0.00 | monthly charge non-recurring charge |

Notices

- * Quote is valid for thirty days.
- * Pricing does not include applicable taxes and surcharges.
- * Socket will provide service to the point of demarcation at the customer premise. Any wiring beyond this point will be the responsibility of Customer.
- * Customer will be responsible for cancelling current services. Socket will notify Customer when services with prior service provider can be cancelled.

Location Summary

801 E Walnut St Room 225 Columbia, MO 65201 Dedicated Internet Access

| Data Services | Qty | Pricing | Term |
|--|------------|----------------|----------------|
| Fiber Internet Bandwidth - 500Mbps/500Mbps | 1 | \$550.00 | monthly charge |
| Leased High-Speed Router | 1 | \$35.00 | monthly charge |
| Other Fees | Qty | Pricing | Term |
| Waived Setup Fee | 1 | | |



This Telecommunications Service Contract ("TSC") sets out the Terms and Conditions for regulated telecommunications services and non-regulated data and ancillary services ("Services"). This contract is made by and between Socket Telecom, LLC ("Socket" or "Seller") and Boone County Government ("Customer" or "Buyer").

1. Term - This contract shall be effective as of date the TSC is approved and accepted by Seller (the "Effective Date") as reflected on the Contract: Summary of Service. The contract shall remain effective for a period of 12 months after the Service Delivery Date. The Service Delivery Date shall be the date upon which service is ready to be activated. At the end of the Term, unless previously terminated by either party by providing 30 days prior written notice, the terms and conditions contained in this contract will remain in full force and effect until terminated by either party by providing at least thirty (30) days prior written notice to the other party.
2. Socket will provide the Services specified in the Contract: Summary of Service. Socket may provide some or all of the specified Services through an affiliate, subsidiary, or subcontractor. Socket shall use reasonable efforts to provision necessary facilities to provide the specified Services. In the event suitable facilities are unavailable or special construction is required, the Seller reserves the right to refuse service or assess additional non-recurring construction charges beyond normal installation charges. In the event the Seller seeks to assess special construction charges, the Customer will have the option of paying the charges or declining service prior to any work taking place.
3. Customer agrees to pay special construction, installation, non-recurring, and recurring charges as specified in the Contract: Summary of Service. Socket will bill in full monthly increments with no proration for partial service periods when service ends in the middle of a billing cycle.
4. Services will be invoiced monthly. Payment is due 20 days after date of invoice. Accounts are in default if payment is not received within 45 days after date of invoice. If Customer's payment is returned to Socket, unpaid customer is immediately in default and subject to a \$25 return check charge from Socket. Accounts in default may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay Socket its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. In the event the Customer terminates Services prior to the end of the Term, the customer agrees on the next monthly bill to pay Socket, as liquidated damages and not as a penalty, the amounts set forth as follows:
 - * For all non-hosted Services, customer agrees to pay an amount equal to 75% of the monthly payments remaining on the term period and all previously waived and/or unpaid set up and installation charges.
 - * For Hosted Services, customer agrees to pay an amount equal to 100% of the monthly payments remaining on the term period for the Hosted Services.
 The customer agrees that the actual damage to Socket is difficult to ascertain and that the amounts fixed for liquidated damages are a reasonable estimate of the actual reduction in value of this TSC that Socket will sustain. Any modification or changes in Services requires the written approval of Seller. Customer must provide cancellation notice in writing.
6. All regulated services are provided subject to the terms of the applicable tariff or tariffs and Socket's Acceptable Use Policy ("AUP"), which are herein incorporated by reference. In the event the rate or rates for a regulated service or services specified in the applicable tariff is changed, Socket will provide advance notice of the increase to the Customer. In the event that Socket increases the rate charged to the Customer for a regulated service during this Term, the Customer will have the option to terminate the services without incurring any early termination charges. Customer must exercise such option within 30 days of the date of the first invoice applying the increased rate. In the event of a conflict between tariffs and this TSC, the terms of the tariff shall prevail.



7. All transport services will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) by requesting to designate them as such in this Order above, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Carrier-provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Order.
8. Customer agrees to provide sixty (60) days advance notice to Socket if Customer seeks to move Services to a different location. Socket may either (a) allow Customer to provide 60 days advance notice to move Services to new location and pay any applicable installation charges or (b) terminate affected Services if Customer is moving to location where Socket does not provide Services. If Customer moves services, Customer will be required to enter into a new TSC for such new location for a Term equal to or greater than the Term of the original TSC. Monthly charges may also be affected. In the event Socket terminates affected Services or customer does not enter into a new TSC for a Term equal to or greater than the Term of the original TSC, Socket will apply the liquidated damages set forth in Section 5 for the terminated location. Customer agrees to pay the cost and expenses, if any, incurred by Socket to cancel the terminated circuit, including without limitation, any applicable third-party terminating liability charges.
9. All taxes and government-approved fees will be added to Customer's bill. Any customer Exemption from any taxes or government fees requires proper documentation before the Exemption can apply. Exemptions for billing prior to proper documentation being provided will not be credited.
10. The services provided under this contract may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or regulation is prohibited. This includes, but is not limited to, transmission of materials in violation of copyright protections, material legally judged to be threatening or obscene, or material in violation of trade laws or trade secret protections. Customer agrees to indemnify, defend, and hold harmless Socket from any claims resulting from customer's use of the service or breach of these Terms and Conditions or Socket's Acceptable Use Policy which result in damage to Customer or another party.
11. In compliance with FCC rules, Socket will not release a customer's Customer Proprietary and Network Information to any non-affiliated company without the customer's consent and will take appropriate measures to safeguard that information from unauthorized disclosure.
12. Socket shall use reasonable efforts to make Services available by the estimated Service Delivery Date. Socket shall not be liable for any damages whatsoever for late delivery, including delays incurred for reasons beyond the reasonable control of Socket such as casualty, condemnation, loss of rights-of-way, delays in obtaining necessary regulatory approvals, and weather related delays in actual construction work (Force Majeure Events). If Customer is not ready to accept Socket Services on the actual Service Delivery Date, Socket shall nevertheless commence billing.
13. Socket disclaims all express or implied warranties, obligations, or liabilities, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, except for any limited warranties expressly set forth herein or in the applicable tariffs. The products, including software, are provided as is without warranty of any kind, either express or implied. Socket does not warrant that equipment sold, if any, including software and security software, will be uninterrupted or error free in its operation or prevent third party hacking or access to customer's networks. Socket shall not be liable for loss of data, the inability to use data, or damage or expense arising from the use or inability to use the service, either separately or in combination with any other system, whether or not Socket has received notice of the possibility of such damages.



- 14. Customer is responsible for returning Customer Premise Equipment furnished by Socket in good working condition upon the termination of service. In the event the Customer does not return Customer Premise Equipment, Customer will be billed by Socket for the cost of Customer Premise Equipment. In the event Customer Premise Equipment is damaged or destroyed, Customer is responsible for the cost of replacing Customer Premise Equipment. Customer Premise Equipment that Socket uses in the normal course of business is subject to a 10% restocking fee while Customer Premise Equipment that Socket does not stock in the normal course of business will be subject to a 25% restocking fee in the event Customer cancels service prior to the turn up of service.
- 15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. This Agreement constitutes a legally enforceable contract between the Buyer and Seller hereto and shall be construed, interpreted, and governed by, the laws of the State of Missouri, with Boone County as the proper and accepted Venue.
- 16. Customer gives Socket, its vendors, or contractors all necessary rights of access and entry to the property to install, provide, maintain, repair, and upgrade Services. In the event that Socket, its vendors, or contractors install fiber-optic facilities and related equipment to serve Customer, Customer gives Socket permission to place such facilities in existing conduits and riser facilities if Socket determines such existing conduits and riser facilities have sufficient capacity. Customer also gives Socket the right to connect to and use existing customer-owned cabling. Customer may not modify, move, remove, alter, use, occupy, or damage Socket's facilities, including Socket installed conduits, without the prior written consent of Socket.

Customer hereby agrees to the Terms and Conditions, Authorization to Change Service Provider(s) and other provisions of this Agreement.

Customer Authorization

Socket Authorization

Customer Signature

Socket Signature

Customer Printed Name/Title

Steve Bremer/Account Executive

Socket Representative Printed Name/Title

Date

04/17/26

Date



Request for Bid (RFB)

Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

Bid Data

Bid Number: **11-18MAR26**
Commodity Title: **Dedicated Internet Access for Guest Wi-Fi Services – Boone County Government Center – Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS
TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, March 18, 2026**
Time: **11:00 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department**
5551 S. Tom Bass Road
Columbia, MO 65201
Directions: The Boone County Purchasing Department is in the Boone County Road & Bridge Building located at 5551 S. Tom Bass Road off Highway 63 South from Columbia. A wheelchair accessible entrance is available.

Bidders has the option of submitting their bid through the regular or express mail, or submitting an electronic bid using the County's electronic bidding website at:

<https://bocomobids.ionwave.net/Login.aspx>

Bid Opening

Day / Date: **Wednesday, March 18, 2026**
Time: **11:00 A.M.**
Location / Address: **Boone County Purchasing Department**
5551 S. Tom Bass Road
Columbia, MO 65201

Bid Contents

1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
 - **Prior Experience**
 - **Certification Regarding Debarment**
 - **Instruction for Compliance with House Bill 1549**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

County of Boone

Purchasing Department

1. *Introduction and General Conditions of Bidding*

1.1. **Invitation:** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **Definitions:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communication between the County and Bidder are not binding.

1.3.1. **Bid/Clarification Contact:**

Brijanna Purdy, Buyer, Boone County Purchasing

5551 S. Tom Bass Road, Columbia, MO 65201

Telephone: (573) 886-4394

E-mail: bpurdy@boonemo.gov.

- 1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions, and specifications of this RFB.
- 1.3.3. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.4. **Award:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item-by-item basis, by group of items, or on an "all or none" basis, as determined to be in the County's best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone but will be made to the bidder with the "lowest and best" bid. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **Contract Execution:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.
 - 1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:
 - 1) the provisions of the Contract (as it may be amended)
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.
- 1.7. **On-Site Inspection:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. An inspection of the site can be arranged by appointment only by contacting Brijanna Purdy at (573) 886-4394 or bpurdy@boonemo.gov.

2. Scope of Work

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- 2.1. Internet Service:** The contractor shall provide dedicated internet access for guest Wi-fi services to the Boone County Government Center, hereafter referred to as “County.” The contractor must provide all labor, materials, supplies, services, and provide necessary dedicated internet services as specified herein.
- 2.1.1. Internet Service Location:** Internet service shall be provided to the Boone County Government Center located at 801 E. Walnut Street, Room 225 in Columbia, Missouri (Boone County).
- 2.2. General Requirements:** The basic internet service to support the guest Wi-fi provided by the contractor must, at a minimum, meet the following requirements:
- 2.2.1.** 99.9% service up-time.
- 2.2.2.** 300Mbps or higher Synchronous Internet Connection.
- 2.2.3.** 1 Public, static IPv4 address.
- 2.2.4.** The contractor shall supply, configure, and manage the router/firewall. The router/firewall must be monitored by the contractor 24 hours a day, 7 days a week, 365 days a year, including provision of technical service support that shall be provided by the contractor as needed and available 24x7x365.
- 2.2.5.** The contractor-supplied router/firewall must act as a DNS and DHCP server for the internal network. The internal DHCP scope shall be a /23 network. The contractor shall understand and agree that the County will let the contractor know the internet IP scheme promptly after the contract is awarded.
- 2.2.6.** The contractor shall understand and agree that the County will specify any open incoming ports that may be needed.
- 2.2.7.** All outbound traffic must be unrestricted.
- 2.2.8.** The contractor may also include other service speeds in addition to the 300Mbps speed.
- 2.2.9.** The contractor shall notify the County prior to any planned outages during the course of service.
- 2.2.10.** The contractor’s dedicated internet service shall allow the County the ability to monitor and report on traffic and usage of the Internet connection.
- 2.2.11.** The service shall have the capability to be upgraded upon request of the County.
- 2.2.12.** Ability to set alerts based on bandwidth usage.
- 2.3. Qualifications Requirements:** The contractor shall maintain, as applicable, all current occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.

- 2.3.1. The contractor is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance of such will in no way relieve the contractor from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.4. **Sub-Contractors:** The contractor shall understand and agree that no subcontractors shall be used without prior approval of the County.
- 2.5. **Contract Period:** The contract period shall be from **the date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof, for ongoing service and support. The County also reserves the right to terminate and/or cancel the contract in writing prior to a formal contract amendment issued by the Purchasing Department.
- 2.5.1. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end date of the last renewal period, if it is deemed to be in the best interest of Boone County.
- 2.5.2. **Pricing:** All prices shall be as indicated on the Vendor Response and Pricing Pages or on the line items in Euna Solutions, the County's electronic bid platform. The County shall not pay nor be liable for any other additional costs, including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.
- 2.5.3. **Contract Documents:** The successful bidder (also referred herein as "the contractor") shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.5.4. **Price Increase:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.5.5. It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.5.6. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.5.7. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period if the first renewal period, or the previous contract period for all other contract renewals.

2.6. Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractors has been so obtained and approved. All policies shall be in amounts, form, and companies satisfactory to the County, which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general

liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Nothing in the insurance procured as required herein shall be interpreted so as to waive any sovereign immunity, official immunity, or other immunity defense available to County as a political subdivision in the State of Missouri. It is not the County's intent or desire to procure insurance that would operate as a waiver of any such immunity defense.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
5551 S. Tom Bass Road
Columbia, MO 65201

- 2.7. **Non-Appropriation Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence, and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.8. **Invoicing and Payment:** The contractor must submit an itemized invoice for services provided on a monthly basis. Payment will be made in arrears. Invoiced charges must correspond to pricing quoted on the Vendor Response and Pricing Pages. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of prices quoted on the Vendor Response and Pricing Pages. The County agrees to pay all invoices within thirty (30) calendar days after receipt of a correct and valid invoice. The County's contract number must appear on the invoice/statement.

- 2.9.** **Designee:** For the purposes of the resulting contract, the designated County representative for primary contact is Beth Boos, Deputy Director of Information Technology, 801 E. Walnut Room 220, Columbia, MO 65201.

3. Bidder's Instructions and Evaluation:

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- 3.1. **RESPONSE CONTENT:** To enable direct comparison of competing Responses, the Bidder must submit a Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered, and if not applicable, the section must contain "N/A". The manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline" with NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier, or for Internet disruptions that may impact the performance of the Euna Solution electronic bidding system that the County uses.
- 3.2.1. **Hard Copy Sealed Bids:** If submitting a hard-copy bid, the bidder should submit the sealed bid to the location specified on the title page, including two (2) complete copies of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date, and time.
- 3.2.2. **Electronic Bids:** If submitting the bid using the Euna Solution electronic bidding system at <https://bocomobids.ionwave.net/Login.aspx>, the bidder is cautioned to carefully follow instructions in the electronic solicitation and ensure that all requirements are met, and the bid submission is complete. Refer questions about the electronic bidding process to the Buyer of Record named on page one of this solicitation.
- 3.3. **ADVICE OF AWARD:** If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's Purchasing website under the "Notice of Awards" <https://www.showmeboone.com/purchasing/bids/awards.asp>
- 3.4. **BID OPENING:** On the date, time, and location specified on the title page, all Responses will be opened in public. Summary information from each response will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, the County reserves the right to not open the bid and extend the Closing Date to invite bid responses from more vendors in the interest of establishing competition.
- 3.4.1. **Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating the reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. **RESPONSE CLARIFICATION:** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

- 3.5.1. **Rejection or Correction of Responses:** We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.6. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that, in our judgment, the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.6.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to the requirements of the RFB, the total cost to the County, as well as other factors stated in the RFB.
- 3.6.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.6.3. **Endurance of Pricing:** The bidder's response, including pricing, must remain valid for ninety (90) calendar days or until an award, whichever comes first. If the bid response is accepted, the entire bid response, including all pricing, shall be held firm for the duration of the indicated contract period.
- 3.6.4. **RESPONSE CONTENT:** To enable direct comparison of competing Responses, the Bidder must submit a Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered, and if not applicable, the section must contain "N/A". The manufacturer's published specifications for the items requested shall be included with the response.

4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response or use the County's electronic bid platform (Euna Solutions).

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

City/Zip: _____

Phone Number: _____

Email: _____

Fax Number: _____

Contact Name and E-Mail Address to receive documents for electronic signature: _____

Federal Tax ID: _____

4.1. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.1.1. Authorized Representative (Sign by Hand):

4.1.2. Type or Print Signed Name:

4.1.3. Today's Date: _____

4.2. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.3. **Pricing:**
The bidder must quote firm, fixed pricing below for the provision of dedicated internet access for guest Wi-Fi services as defined herein.

| Internet Bandwidth: One-Time Installation Cost | |
|--|----|
| Line Item 4.3.1 Dedicated Internet Access: 300Mbps | \$ |
| Line Item 4.3.2 Dedicated Internet Access: 500Mbps | \$ |
| Line Item 4.3.3 Dedicated Internet Access: 750Mbps | \$ |
| Line Item 4.3.4 Dedicated Internet Access: 1G | \$ |
| Line Item 4.3.5 Dedicated Internet Access: Other speed - please list all options | \$ |
| Internet Bandwidth: Service Cost per Month, including all taxes and fees | |
| Line Item 4.3.6. Dedicated Internet Access: 300Mbps | \$ |
| Line Item 4.3.7. Dedicated Internet Access: 500Mbps | \$ |
| Line Item 4.3.8. Dedicated Internet Access: 750Mbps | \$ |
| Line Item 4.3.9. Dedicated Internet Access: 1G | \$ |
| Line Item 4.3.10. Dedicated Internet Access: Other speed - please list all options | \$ |
| Internet Bandwidth: Hardware Lease per Month | |
| Line Item 4.3.11. Dedicated Internet Access: 300Mbps | \$ |
| Line Item 4.3.12. Dedicated Internet Access: 500Mbps | \$ |

| | |
|--|--|
| Line Item 4.3.13. Dedicated Internet Access: 750Mbps | \$ |
| Line Item 4.3.14. Dedicated Internet Access: 1G | \$ |
| Line Item 4.3.15. Dedicated Internet Access: Other speed - please list all options | \$ |
| | |
| Line Item 4.3.16. Termination Fee: Quote a firm, fixed total price for terminating service. | \$ |
| Line Item 4.3.17. Required Other Costs: Provide an itemized list of any other costs required for the provision of defined dedicated internet service if not included above. _____ _____ _____ | |
| | |
| 4.4. | Maximum Percentage Increase for Renewal Periods |
| 4.4.1. | % Increase 1 st Renewal |
| 4.4.2. | % Increase 2 nd Renewal |
| 4.4.3. | % Increase 3 rd Renewal |
| 4.4.4. | % Increase 4 th Renewal |
| Note: Percentages quoted for renewal options will be taken into consideration during the evaluation of cost. | |
| | |
| 4.5. <u>Customer Service Support</u> – Provide contact information in the available spaces for customer service support | |
| 4.5.1. | Contact Name: _____ |
| 4.5.2. | Phone Number: _____ |
| 4.5.3. | Email: _____ |
| 4.5.4. | Contact Days/Hours of Availability: _____ |
| 4.6. <u>Estimated Delivery:</u> Indicate the number of calendar days after receipt of the Contract Award to set-up fully operational internet service: _____ _____ | |

4.7. Single Point of Contact Information: Provide the contact name, phone number, and e-mail for the staff person who will be performing as the Single Point of Contact regarding the County's account:

Name: _____

Phone and E-Mail:

Hours of Operation:

PRIOR EXPERIENCE

(Complete and Return with Bid - References of similar services for governmental agencies are preferred)

1. Reference #1: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Email:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Reference #2: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Email:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Reference #3: Prior Services Performed for:

Company Name/Address:

Contact Name:

Telephone Number:

Email:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

(Please complete and return with Bid Response – If Applicable)

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

STANDARD 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.

Revised: 01/10/24



Boone County Purchasing
5551 S. Tom Bass Road
Columbia, MO 65201
Brijanna Purdy - Buyer
Phone:(573) 886-4394
E-mail: bpurdy@boonemo.gov

“No Bid” Response Form

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 11-18MAR26 – Dedicated Internet Access for Guest Wi-Fi Services – Boone County Government Center – Term & Supply

Business Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for Not Bidding:

Boone County Purchasing

Brijanna Purdy
Buyer



5551 S. Tom Bass Rd.
Room 206
Columbia, MO 65201
Phone: (573) 886-4394
bpurdy@boonemo.gov

BOONE COUNTY, MISSOURI

Request for Bid # 11-18MAR26- Dedicated Internet Access for Guest Wi-Fi Services – Term and Supply

ADDENDUM # 1 - Issued February 27, 2026.

Prospective bidders are hereby notified of the following revisions to the Request for Bid 11-18MAR26:

- REVISE: Bid Submission Address and Deadline day and date from Monday, March 16, 2026, to Wednesday, March 18, 2026.**

This addendum is issued following the Request for Bid requirements in section 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with the bid response.

By: *Brijanna Purdy*
Brijanna Purdy, Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for 11-18MAR26- Dedicated Internet Access for Guest Wi-Fi Services - Term and Supply** receipt of which is hereby acknowledged.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|-----------|---|---------------|-------------------|-------------------------|
| | PIP-Basic | PIP | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Underinsured motorist combined single limit | UNCSL | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Uninsured motorist property damage | UMPD | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Uninsured motorist combined single limit | UMCSL | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| 1,000,000 | 1,000,000 | | 5,000 | Per claim |
| | | | | Premium |
| | Underinsured motorist property damage | UNDPD | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Uninsured motorist BI split limit | UMISP | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Underinsured motorist BI split limit | UNDSP | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| | Premium discount | PDIS | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium -\$13,011.00 |
| | Expense constant | EXCNT | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium \$240.00 |
| | Terrorism Cov | TERO | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium \$2,640.00 |
| | Experience Mod Factor 1 | EXP01 | | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium \$21,028.00 |

ADDITIONAL COVERAGES

| | | | | |
|----------------|--|-------------------------------|--------------------------|------------------------------|
| Ref # | Description Increased employer's liability | Coverage Code INEL | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium \$1,271.00 |
| Ref # | Description Second Injury Fund | Coverage Code 2NDIN | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |
| Ref # | Description | Coverage Code | Form No. | Edition Date |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type |
| | | | | Premium |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20 26

County of Boone

In the County Commission of said county, on the 5th day of May 20 26

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

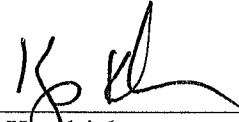
Now on this day, the County Commission of the County of Boone does hereby approve the award Contract C001103 (MC260192003) - Ammunition for the Boone County Sheriff's Office. The terms of the contract are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 5th day of May 2026.

ATTEST:



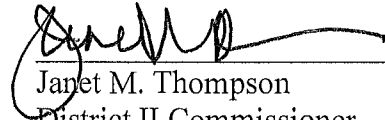
Brianna L. Lennon
Clerk of the County Commission



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: April 21, 2026
RE: Cooperative Contract: State of MO MC260192003 -
Ammunition

Boone County Sheriff's Office requests permission to utilize the State of MO cooperative contract MC260192003 with Kiesler Police Supply Inc for the purchase of the following ammunition.

| Primary Supplier |
|---|
| Description |
| FEDEAE223NX1 - FEDERAL AMERICAN EAGLE 223REM 55GR LEAD-FREE PRIME |
| CTS2581 - CTS 12GA SUPER SOCK BEAN BAG ROUND |
| FORCFF9B2 - FORCE ON FORCE 9MM BLUE MARKING RDS |
| FORCFF556B1 - FORCE ON FORCE 5.56MM BLUE MARKING RDS |
| FORCFF9R2 FORCE ON FORCE 9MM RED MARKING RDS |
| FORCFF556R1 FORCE ON FORCE 5.56MM RED MARKING RDS |
| FORCFF9O2 FORCE ON FORCE 9MM ORANGE MARKING RDS |
| FORCFF556O1 FORCE ON FORCE 5.56MM ORANGE MARKING RDS |
| SPEER53880 SPEER LAWMAN CLEANFIRE 40S&W 180 GRAIN |

| Secondary Supplier |
|--|
| Description |
| FEDEBC223NT5 - FEDERAL BALLISTIC CLEAN RHT 223REM 42 GRAIN |
| FEDEAE9N1 - FEDERAL AMERICAN EAGLE 9MM LUGER 124 GRAIN |
| FEDEBC9NT3 - FEDERAL BALLISTIC CLEAN RHT 9MM LUGER 100 GRAIN |

The county contract number is C001103.

This contract is a term and supply contract that will run from the 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



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

BOONE CO PURCHASING - MO
 613 E. ASH STREET
 ROOM 109
 COLUMBIA, MO 65201

Ship-to Address

BOONE COUNTY SHERIFF DEPARTMENT - MO
 ATTN: BRIJANNA PURDY, BUYER
 5551 S. TOM BOSS RD
 COLUMBIA, MO 65201

Your Reference

Bill-to Customer No. L76007
 Tax Registration No.

Salesperson JENNIFER
 Email
 Home Page
 Phone No.

No. Q172567
 Document Date March 2, 2026
 Due Date April 1, 2026
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard
 573-886-4394

| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|------------------|--|----------|-----------------|----------------------|-----------------------|
| KIESLER AMMO ETA | ----AMMO LEAD TIMES---- MOST ROUNDS ARE STILL SHIPPING BETWEEN 3-9 MONTHS ARO. ALTHOUGH SOME ROUNDS ARE SHIPPING BEFORE 3MO. & OTHERS AFTER 9MO. ----THESE ARE APPROX. & SUBJECT TO CHANGE W/O NOTICE---- -----QUOTE GOOD FOR 30 DAYS---- | 1 | EACH | 0.00 | 0.00 |
| FEDELE223T1 | FEDERAL TACTICAL BONDED 223 55 GRAIN BONDED SOFT POINT 200RD/CASE, 20RD/BOX --- LAW ENFORCEMENT ONLY --- LKTOK (K) | 150 | CASE | 314.66 | 47,199.00 |
| FEDEAE223NX1 | FEDERAL AMERICAN EAGLE 223REM 55GR LEAD-FREE PRIME 500RD/CASE, 20RD/BOX LCALM (K) | 40 | CASE | 261.33 | 10,453.20 |
| FEDEBC223NT5 | FEDERAL BALLISTIC CLEAN RHT 223REM 42 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 500RD/CASE, 20RD/BOX AMLHM | 10 | CASE | 481.17 | 4,811.70 |
| FEDEAE9N1 | FEDERAL AMERICAN EAGLE 9MM LUGER 124 GRAIN INDOOR RANGE TRAINING, TOTAL METAL JACKET TOXIC-METAL FREE PRIMER 1000RDS/CASE LRCLT (K) | 40 | CASE | 295.59 | 11,823.60 |
| FEDEBC9NT3 | FEDERAL BALLISTIC CLEAN RHT 9MM LUGER 100 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE, 50RDS/BOX | 5 | CASE | 595.06 | 2,975.30 |



| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|-------------|---|----------|-----------------|----------------------|-----------------------|
| | ROKHH (K) | | | | |
| FEDEBC13200 | FEDERAL 12GA BUCKSHOT FRANGIBLE NON LEAD, 250RDS/CS | 2 | CASE | 413.01 | 826.02 |
| FEDEBC127RS | FEDERAL 12GA SLUG FRANGIBLE NON-LEAD 250RD/CASE, 25RD/BOX REKTO | 2 | CASE | 496.97 | 993.94 |
| CTS2581 | CTS 12GA SUPER SOCK BEAN BAG ROUND ---MUST ORDER QUANTITIES OF (5)--- ---PRICED INDIVIDUALLY--- FET & AGENCY PO OR LETTERHEAD REQUIRED | 400 | EACH | 7.11 | 2,844.00 |
| CCI30 | CCI 30 22LR MINI MAG 40 GRAIN COPPER PLATED ROUND NOSE 5000RD/CASE 100RD/BOX ATKHH (K) | 6 | CASE | 448.06 | 2,688.36 |
| CCI31 | CCI 31 22LR MINI MAG 36 GRAIN COPPER PLATED HOLLOW POINT 5000RD/CS, 100RD/BX ATKHH (K) | 6 | CASE | 448.06 | 2,688.36 |
| FORCFF9B2 | FORCE ON FORCE 9MM BLUE MARKING RDS 500RD/CASE, 50RD/BOX AAKEE (K) | 60 | CASE | 385.25 | 23,115.00 |
| FORCFF556B1 | FORCE ON FORCE 5.56MM BLUE MARKING RDS 500RD/CASE, 20RD/BOX RETEE (K) | 60 | CASE | 466.90 | 28,014.00 |
| FORCFF9R2 | FORCE ON FORCE 9MM RED MARKING RDS 500RD/CASE, 50RD/BOX AAKEE (K) | 60 | CASE | 385.25 | 23,115.00 |
| FORCFF556R1 | FORCE ON FORCE 5.56MM RED MARKING RDS 500RD/CASE, 20RD/BOX RETEE (K) | 60 | CASE | 466.90 | 28,014.00 |
| FORCFF9O2 | FORCE ON FORCE 9MM ORANGE MARKING RDS 500RD/CASE, 50RD/BOX AAKEE (K) | 60 | CASE | 385.25 | 23,115.00 |
| FORCFF556O1 | FORCE ON FORCE 5.56MM ORANGE MARKING RDS 500RD/CASE, 20RD/BOX RETEE (K) | 60 | CASE | 466.90 | 28,014.00 |
| FEDEBC40CT1 | FEDERAL BALLISTIC CLEAN RHT 40S&W 125 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE KTCEO (K) | 30 | CASE | 687.41 | 20,622.30 |
| FEDEAE40N1 | FEDERAL AMERICAN EAGLE 40S&W 180 GRAIN TOTAL METAL JACKET 1000RDS/CASE, 50RDS/BOX AOTK (K) | 30 | CASE | 476.05 | 14,281.50 |



| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|------------------------------|---|------------------|-----------------|----------------------|-----------------------|
| SPEER53880 | SPEER LAWMAN CLEANFIRE 40S&W 180 GRAIN TOTAL METAL JACKET, FLAT NOSE 1000RDS/CASE, 50RDS/BOX LOTAC (K) | 30 | CASE | 350.68 | 10,520.40 |
| FEDEBC45CT1 | FEDERAL BALLISTIC CLEAN RHT 45AUTO 155 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE, 50RDS/BOX TKOLE (K) | 30 | CASE | 806.25 | 24,187.50 |
| FEDEAE45N1 | FEDERAL AMERICAN EAGLE 45AUTO 230 GRAIN TOTAL METAL JACKET, TOXIC-METAL FREE PRIMER FOR INDOOR RANGE TRAINING 1000RDS/CASE, 50RDS/BOX RMTRE (K) | 30 | CASE | 608.13 | 18,243.90 |
| SPEER53885 | SPEER LAWMAN CLEANFIRE 45AUTO 230GR TOTAL METAL JACKET, ROUND NOSE 1000RDS/CASE, 50RDS/BOX ATROT (K) | 30 | CASE | 446.92 | 13,407.60 |
| SHIPPING | SHIPPING CHARGE FORCE ON FORCE | 1 | EACH | 2,160.00 | 2,160.00 |
| SHIPPING | SHIPPING CHARGE FEDERAL/SPEER AMMO | 1 | EACH | 2,640.00 | 2,640.00 |
| SHIPPING LIFTGATEFEE | LIFT GATE FEE IF A LIFTGATE IS REQUIRED AN ADDITIONAL FEE OF \$150.00 WILL APPLY. PLEASE ADVISE PRIOR TO ORDERING. | 1 | EACH | 0.00 | 0.00 |
| FORMAT JENNIFER | QUOTES BY JENNIFER ABLES KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS JABLES@KIESLER.COM | 1 | EACH | 0.00 | 0.00 |
| KIESLER DISCLAIMER | THIS QUOTE/ORDER IS BASED ON CURRENT MARKET CONDITIONS AND TARIFF RATES AS OF THE DATE LISTED ON QUOTE. WE RESERVE THE RIGHT TO ADJUST THE FINAL PRICE TO REFLECT ANY UNFORESEEN CHANGES IN TARIFFS OR OTHER APPLICABLE TAXES THAT MAY OCCUR BETWEEN THE DATE OF THIS QUOTE AND THE DATE OF DELIVERY. WE WILL NOTIFY YOU OF ANY SUCH PRICE ADJUSTMENTS AS SOON AS POSSIBLE. | 1 | EACH | 0.00 | 0.00 |
| Amount Subject to Sales Tax | 0.00 | Subtotal | | 346,753.68 | |
| Amount Exempt from Sales Tax | 346,753.68 | Total Tax | | 0.00 | |
| Total \$ Incl. Tax | | | | 346,753.68 | |
| Tax Amount | | | | 0.00 | |

KIESLER POLICE SUPPLY, INC. FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

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Gen. Business - For Profit 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 Articles Accepting Professional Corporation Law (Corp 43)

[ORDER COPIES
CERTIFICATES](#)

| General Information | Filings | Principal Office Address | | |
|---------------------|------------------|--|--------------------------|---|
| | Name(s) | KIESLER POLICE SUPPLY INC | Principal Office Address | 2602 Sable Mill Ln Jeffersonville, IN 47130-9247 |
| | Type | Gen. Business - For Profit | Charter No. | F001329650 |
| | Domesticity | Foreign | Home State | IN |
| | Registered Agent | <u>Northwest Registered Agent Service, Inc.</u> 117 S Lexington St Ste 100 Harrisonville, MO 64701 | Status | Good Standing |
| | Date Formed | 5/9/2018 | | |
| | Duration | Perpetual | | |
| | Report Due | 8/31/2026 | | |

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Scheduled SAM Maintenance Show Details
Mar 17, 2026



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Mar 16, 2026



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All Words

e.g. 1606N020Q02




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Simple Search

Search Editor

- Any Words 
- All Words 
- Exact Phrase 

e.g. 123456789, Smith Corp

kiesler



Classification



Excluded Individual



Excluded Entity



Federal Organizations



Exclusion Type



Exclusion Program




Location



Dates



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**PURCHASE AGREEMENT
 AMMUNITION QVL for SHERIFF**

THIS AGREEMENT, County Contract **C001103** awarded from cooperative contract **MC260192003**, dated the 5th day of May 2026 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Kiesler Police Supply Inc** 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 **MC260192003**, Kiesler Police Supply Inc. e-mails and quote dated **March 02, 2026** from **Jennifer Ables** 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, specification, 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 **MC260192003**, 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 as the primary source. The County will obtain a quote for each order.

| Primary Supplier |
|--|
| Description |
| FEDEAE223NX1 - FEDERAL AMERICAN EAGLE 223REM 55GR LEAD-FREE PRIME |
| CTS2581 - CTS 12GA SUPER SOCK BEAN BAG ROUND |
| FORCFF9B2 - FORCE ON FORCE 9MM BLUE MARKING RDS |
| FORCFF556B1 - FORCE ON FORCE 5.56MM BLUE MARKING RDS |
| FORCFF9R2 FORCE ON FORCE 9MM RED MARKING RDS |
| FORCFF556R1 FORCE ON FORCE 5.56MM RED MARKING RDS |
| FORCFF9O2 FORCE ON FORCE 9MM ORANGE MARKING RDS |
| FORCFF556O1 FORCE ON FORCE 5.56MM ORANGE MARKING RDS |
| SPEER53880 SPEER LAWMAN CLEANFIRE 40S&W 180 GRAIN |
| Secondary Supplier |
| Description |
| FEDEBC223NT5 - FEDERAL BALLISTIC CLEAN RHT 223REM 42 GRAIN |
| FEDEAE9N1 - FEDERAL AMERICAN EAGLE 9MM LUGER 124 GRAIN |
| FEDEBC9NT3 - FEDERAL BALLISTIC CLEAN RHT 9MM LUGER 100 GRAIN |

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 30-180 days after receipt of order. Any delays must be promptly communicated to the Boone County Sheriff's Office. All deliveries shall be made FOB Destination with freight prepaid and allowed. The seller pays and bears the freight charges. Out-of-stock items must be delivered as soon as possible. All deliveries shall be made FOB destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

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.

KIESLER POLICE SUPPLY INC

BOONE COUNTY, MISSOURI

by: Boone County Commission

Signed by:
by Ella Kennedy
D7EED494FFD6429...

Signed by:
Kip Kendrick
2B83ECDD7F6E4A6...
Kip Kendrick, Presiding Commissioner

title Bid Specialist

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
CJ Dykhouse
7D71DEAE99D74DD...
CJ Dykhouse, County Counselor

Signed by:
Brianna L. Lennon
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.)

DocuSigned by:
Kyle Rieman by Atty
8E8FE1148A274E1...

4/23/2026

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



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>

| | |
|---|--|
| SOLICITATION NUMBER STATE 0000000192SL | CONTRACT TITLE Statewide Ammunition Qualified Vendor's List (QVL) |
| CONTRACT NUMBER MC260192003 | CONTRACT PERIOD January 18, 2026 through January 17, 2027 |
| REQUISITION/REQUEST NUMBER N/A | MissouriBUYS SYSTEM ID MB00051585/1000676 |
| CONTRACTOR NAME AND ADDRESS Kiesler Police Supply, Inc. 2802 Sable Mill Rd. Jeffersonville, IN 47130 | STATE AGENCY'S NAME AND ADDRESS Various Locations throughout the State of Missouri |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Kiesler Police Supply, Inc. in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE 0000000192SL is accepted for line items 67-71, however, with consideration to paragraph 1.2.3 of the RFP, all pricing has been excluded from this award. | |
| BUYER Danielle Gesch | BUYER CONTACT INFORMATION Email: Danielle.Gesch@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE January 14, 2026 |
| DIRECTOR OF PURCHASING  Stacia L. Dawson | |

State of Missouri
Office of Administration, Division of Purchasing



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

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

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.
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

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)**

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

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://missouribuyss.mo.gov>.

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

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:

| | | |
|---|---|---|
| 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 | Vendor Proposed Product/Service |
| | Exhibit D | Participation Commitment |
| | Exhibit E | Documentation of Intent to Participate |
| | Exhibit F | Missouri Service-Disabled Veteran Business Enterprise Preference |
| | BUSINESS COMPLIANCE EXHIBITS | |
| | 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) | Attachments (Do not return these documents with response) |
| 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://missouribuy.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.

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

| | | | |
|---|--|-----------------------|------------------|
| Vendor's Organization Name: | Kiesler Police Supply, Inc. | | |
| MissouriBUYS Supplier Number: | 1000676 | | |
| Point of Contact: | Ella D. Kennedy | | |
| Phone Number: | 812-288-5740 | Email Address: | ella@kiesler.com |
| Mailing Address: | 2802 Sable Mill Rd. | | |
| City/State/Zip: | Jeffersonville, IN 47130 | | |
| 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: 9 / 1 / 1972 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 01/05/2026 |
| Printed Name Ella D. Kennedy | Title Bid Specialist |

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 Exhibit A, Proposal Signature Page. | <input checked="" type="checkbox"/> |
| 2. | Complete Exhibit C, Vendor Proposed Product/Service | <input checked="" type="checkbox"/> |
| 3. | Complete Exhibit D, Participation Commitment for any Organization for the Blind/Sheltered Workshop proposed. | <input checked="" type="checkbox"/> |
| 4. | Complete Exhibit E, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop, proposed. | <input checked="" type="checkbox"/> |
| 5. | Complete Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference , if applicable. | |
| 6. | Complete Business Compliance Exhibit G, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate. | <input checked="" type="checkbox"/> |
| 7. | Complete Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State. | <input checked="" type="checkbox"/> |
| 8. | Complete and sign Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification. | <input checked="" type="checkbox"/> |
| 9. | Complete Business Compliance Exhibit J, Employee/Conflict of Interest. | <input checked="" type="checkbox"/> |
| 10. | Complete Business Compliance Exhibit K, Federal Funding Unique Identity ID. | <input checked="" 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 checked="" 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Shotgun Ammunition: 12-Gauge Game Load, #8 Shot, Length 2-3/4" New Manufacturer Only, No Reloads Acceptable. Remington GL128 or equivalent</p> | MIL | 68 | _____ |
| 6 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Shotgun Ammunition: 12-Gauge Hollow Point, 1 oz., 3-Segment Rifled Slug, Length 2-3/4", High Brass New Manufacturer Only, No Reloads Acceptable. Winchester RA12RS15S or equivalent</p> | MIL | 11 | _____ |
| 7 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Shotgun Ammunition: 12-Gauge 00 Buck, 9 Pellets – FLITECONTROL Wad. New Manufacturer Only, No Reloads Acceptable. Federal LE132-00, No Substitution Allowed</p> | MIL | 5 | _____ |
| 8 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Shotgun Ammunition: 12-Gauge 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</p> | 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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>Mandatory Specification: Rifle Ammunition: .223 Caliber 55 Grain, Hollow Point, Copper Alloy with cannelure. New Manufacturer Only, No Reloads Acceptable. Hornady 83295, No Substitution Allowed</p> | MIL | 26 | _____ |
| 14 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 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>Mandatory Specification: 5.56mm Caliber 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 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Match Ammunition 308 WIN, 168 Grain, A-Max TAP Precision, Match Grade Bullet. New Manufacturer Only, No Reloads Acceptable. Hornady 80965, No Substitution Allowed</p> | MIL | 6 | _____ |
| 17 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Pistol Ammunition: .40 S & W Caliber Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50 FPS New Manufacturer Only, No Reloads Acceptable. Federal Hydrashok, No Substitution Allowed</p> | MIL | 25 | _____ |
| 18 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Practice/Training Ammunition: .40 S & W Caliber 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, No Substitution Allowed</p> | MIL | 60 | _____ |

| LINE ITEM | MANDATORY SPECIFICATIONS | Unit of Measure | Estimated Annual Quantities | Vendor's must check mark each item they choose to propose: |
|--------------|--|--------------------|-----------------------------------|---|
| 19 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Winchester RA40180HP or equivalent | MIL | 9 | _____ |
| 20 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber Jacketed Hollow Point, 180 Grain Muzzle Velocity: 960 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Federal P40HST1, <i>No Substitution Allowed</i> | MIL | 39 | _____ |
| 21 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> | 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: .38 Special Caliber 125-129 Grains Muzzle Velocity 945-956 ft./sec New Manufacturer Only, No Reloads Acceptable. Federal P38HS1G or Winchester X38S8HP, No Substitution Allowed | MIL | 1 | _____ |
| 26 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 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, No Substitution Allowed | MIL | 52 | _____ |
| 27 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 124 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, No Substitution Allowed | 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, .45 Auto 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber +P 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W 165 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P40HST3 or equivalent | MIL | 27 | _____ |
| 35 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto +P 230 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P45HST1 or equivalent | MIL | 11 | _____ |
| 36 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger Training Round 147 Grain, Frangible RHT bullets New Manufacturer Only, No Reloads Acceptable. Federal BC9NT3 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 37 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, .40 S & W 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> Mandatory Specification: Pistol Ammunition, .380 Auto Short Training 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 38 Special Training Ammunition 130 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE38K or equivalent | MIL | 3 | _____ |
| 44 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 180 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R1 or equivalent | MIL | 3 | _____ |
| 45 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 165 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R3 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 46 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto Training Ammunition 230 Grain, Full Metal Jacket, New Manufacturer Only, No Reloads Acceptable. American Eagle AE45A or equivalent | MIL | 7 | _____ |
| 47 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T3 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 49 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .308 WIN 168 Grain, Bonded Soft Point, New Manufacturer Only, No Reloads Acceptable. Federal LE308TT2 or equivalent | MIL | 4 | _____ |
| 50 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Sierra® Boat Tail Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal T223E or equivalent | MIL | 169 | _____ |
| 51 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Nosler® Ballistic Tip, New Manufacturer Only, No Reloads Acceptable. Federal T223T 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: |
|-----------|---|-----------------|-----------------------------|--|
| 52 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223A, Hornady FR120 or equivalent | MIL | 164 | _____ |
| 53 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 64 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223L or equivalent | MIL | 4 | _____ |
| 54 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifled Slug, 12-Gauge 1-Ounce Hydra-Shok HP New Manufacturer Only, No Reloads Acceptable. Federal LE127 RS or equivalent | 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> Mandatory Specification: TruBall Rifled Slug, 12-Gauge 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> Mandatory Specification: Long Rifle, Target, .22 Caliber, 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> Mandatory Specification: Rifle Ammunition, .223 REM 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> Mandatory Specification: Rifle Ammunition, .223 REM 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 40 S&W 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain 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> Mandatory Specification: Pistol Ammunition, .380 Auto 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> Mandatory Specification: Pistol Ammunition, .357 SIG 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> Mandatory Specification: Pistol Ammunition, .45 Auto 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> Mandatory Specification: Marking Rounds, 9MM 6 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Green Non-Toxic, washable compound FOF FF9G2 or equivalent <i>Simunition #5330005 - Fx Green Taxfree</i> | MIL | 1 | \$363.00 per 500 rnd case <hr/> \$726.00 per 1000 rounds ✓ |

| 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> Mandatory Specification: Marking Rounds, 9MM 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF9B2 or equivalent <u>Simunition #5330002 - Fx BLUE TOXFREE</u> | MIL | 10 | \$363.00 per 500rd case <hr/> \$726.00 per 1000 rounds ✓ |
| 69 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Marking Rounds, 9MM 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF9R2 or equivalent <u>Simunition #5330001 - Fx RED TOXFREE</u> | MIL | 8 | \$363.00 per 500rd case <hr/> \$726.00 per 1000 rounds ✓ |
| 70 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Marking Rounds, 5.56 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF556B1 or equivalent <u>Simunition #5369102 - Fx BLUE TOXFREE</u> | MIL | 4 | \$467.00 per 500rd case <hr/> \$934.00 per 1000 rounds ✓ |

| 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> Mandatory Specification: Marking Rounds, 5.56 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF556R1 or <u>equivalent</u> <i>Simunition #5359101 - Fx RED TOXFREE</i> | MIL | 7 | <i>\$467.00 per 500 rd case</i> <hr/> <i>\$934.00 per 1000 rounds</i> ✓ |
| 72 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition: 5.56 NATO 53 Grain, GMX TAP Patrol Brass Casing Only New Manufacturer Only, No Reloads Acceptable Hornady 81275 or equivalent | MIL | 5 | <hr/> |
| 73 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 9MM Luger 135 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 90235 | 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 175 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 91375 | MIL | 5 | _____ |
| 75 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 9MM Luger Training Ammunition 124 Grain, Full Metal Jacket FN Casing: Brass New Manufacturer Only, No Reloads Acceptable Aquila 1E092110 or equivalent This item does not have to be manufactured by a SAAMI member. | MIL | 16 | _____ |
| 76 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 180 Grain, Reverse Tapered Jacket Nickel plated brass casing. New Manufacturer Only, No Reloads Acceptable. Winchester RA40T 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 77 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Pistol Ammunition: 45 Auto 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>Mandatory Specification: Pistol Ammunition: 9MM Luger 147 Grain, Reverse Tapered Jacket Nickel plated brass casing wih 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>Mandatory Specification: Pistol Ammunition: 9MM Luger +P 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>Mandatory Specification: Pistol Ammunition: 9MM Luger +P+ 127 Grain, Reverse Tapered Jacket Nickel plated brass casing New Manufacturer Only, No Reloads Acceptable. Winchester RA9TA or equivalent.</p> | 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

AMEX Cards NOT Accepted

SIMUNITION®

9MM FX®

MARKING

CARTRIDGES

AS REAL AS YOU CAN GET™



FX® – the world's most interactive combat training system for the ultimate level of realism!

The FX® Marking cartridges are the core of this training system with their unique telescopic design and patented reduced-energy technology. These non-lethal rounds are fired with a weapon conversion kit for safe and reliable training.

THE FX® MARKING CARTRIDGES HAVE MANY IMPRESSIVE FEATURES:

- > Designed for military, law enforcement and approved range programs
- > Non-toxic and non-lethal projectile
- > Detergent-based, water-soluble color marking compound
- > Color options: red, blue, green, orange, white, yellow and non-marking
- > Visible impacts allow accurate assessment of simulated lethality
- > Tactically accurate for close ranges
- > Realistic recoil
- > No special ballistic infrastructure is required
- > Optimal for training any time, any place, indoors and outdoors
- > Used with certified FX® 9000 series Personal Protective Equipment

IN ADDITION, SIMUNITION® CONVERSION KITS:

- > Have optic-ready pistol conversion kits now available
- > User-installed temporary weapon conversion; no tools required
- > Safe design diminishes the possibility of firing live lethal ammunition
- > Work with the user's service weapon without adding extra weight
- > Realistic weapon functioning in semi and fully-automatic modes
- > Available for a variety of pistols, grenade launchers, rifles, shotguns and submachine guns

THE FX® MARKING CARTRIDGES ARE IDEAL FOR TRAINING:

- > Reality-based, force-on-force interactive scenarios
- > Force-on-target training; practically anywhere
- > Weapon safety handling training
- > Urban fighting (MOUT/FIBUA)
- > Anti-terrorism
- > Convoy protection tactics
- > Compatible with laser-based training simulators
- > Patrol exercises
- > Close-Quarter Battle (CQB)
- > Shoot/no shoot decisions
- > Individual/team situations
- > Room/building/trench clearing
- > Mission rehearsal



FX® SCENARIO INSTRUCTOR AND SAFETY CERTIFICATION COURSE:

- > Highly qualified professional trainers
- > Courses are offered worldwide. Visit www.simunition.com for more information on available courses



SIMUNITION®

| COMPONENTS | 9MM x 19MM FX® MARKING CARTRIDGE |
|---|---|
| Projectile mass* | 0.4g (6.2grains) |
| Projectile material | Plastic |
| Cartridge case | Copper alloy |
| Sabot | Plastic |
| Marking compound | Non-toxic, detergent-based, water-soluble |
| Marking color | Red, blue, green, yellow, orange and white |
| Primer | Small pistol primer or ToxFree® primer |
| Propellant | Single or double-base smokeless powder |
| BALLISTIC DATA* | PISTOL, SMG, RIFLE, SHOTGUN, GRENADE LAUNCHER |
| Average muzzle velocity at 21°C (70°F) | 110-160m/s (360-524fps), depending on weapon |
| Accuracy (indoor range) at 21°C (70°F) | 15cm (6in) at 7.6m (25ft) extreme spread |
| Maximum range no wind, no elevation | 150m (492ft) |
| Penetration in 20% gelatin | None |
| Muzzle energy (at 3.5m) | 2.4-5 joules (1.77-3.76ft-pounds) |
| Trajectory match | Mean point of impact 15cm (6in) lower than ball at 7.6m (25ft) |
| TERMINAL EFFECT | |
| Lethality | Non-lethal bruises, welts or scrapes |
| USE | |
| General | For use with Simunition® Conversion Kit only |
| Operational temperature range | -8° to 40°C (18° to 104°F) |
| Mandatory Personal Protective Equipment, Simunition® approved | Head, throat and groin protection |
| Firing modes | Single shot for pistols; single shot, burst and full automatic for submachine guns |
| Weapons | The ammunition will function (feed and cycle) in a wide variety of weapons for most popular law enforcement and military models. <i>Please refer to www.simunition.com for a detailed listing of all available models.</i> |
| STORAGE | |
| Recommended storage | Cool, dry environment, 25°C (77°F) max. |
| Shelf life | Five years, in original packaging |
| Warranty | One year |

* Dimensions, weights and velocities are nominal. Values are dependent on type of weapon, barrel length, rifling, cleanliness, etc., and shall not be used for lot acceptance.

GUIDELINES FOR USE:

- Intended only for supervised training conducted in accordance with Simunition® safety training protocols by law enforcement, military and Simunition® approved commercial range programs (in select markets)
- Use only under the direction of a qualified Simunition® Training Safety Officer
- Use only in firearms which have been converted with a Simunition® Conversion Kit
- Clearly identify converted weapons with FX® blue tape on the trigger guard, grip and on the magazine
- Simunition® recommends a minimum 1ft (30cm) stand-off distance when firing 9mm FX® Marking cartridges at protected personnel
- Users must wear approved FX® 9000 series Personal Protective Equipment (head, throat and groin protection), full-body covering recommended
- Improper use can cause serious injury or damage
- General Dynamics assumes no responsibility for injuries, loss or damage resulting from misuse of this ammunition

SIMUNITION, SAFETY AS THE STANDARD®
WWW.SIMUNITION.COM



Trademarks and registered trademarks of General Dynamics Ordnance and Tactical Systems-Canada are denoted by ™ and ® respectively

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 Ordnance and Tactical Systems

1 860 404 0162
 1 800 465 8255 (USA Only)

✉ info@simunition.com

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.

| Organization for the Blind/Sheltered Workshop Commitment Table | | | |
|---|--|--|--|
| Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed | Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work | 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 | Committed Percentage of Participation (%* of the Actual Total Contract Value) |
| | | | % |
| | | | % |
| | | | % |
| Total Committed Percentage(s) <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.

N/A

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

N/A

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 0000000192SL

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

TAXATION DIVISION
P O 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

VENDOR NO TAX DUE

KIESLER POLICE SUPPLY INC
2802 SABLE MILL LN
JEFFERSONVILLE IN 47130

DATE ISSUED: OCTOBER 26, 2015

MISSOURI TAX ID NUMBER: [REDACTED]
FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.6, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

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.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Dwayne Naples".

Dwayne Naples
Administrator, Business Tax

SL:DU0306

CBN045
201529900300392

**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 | Kiesler Police Supply, Inc. | |
| Charter Number | F 001329650 | |
| Proof of Good Standing Status Included | Yes <input checked="" 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"/> |

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AUTHORITY

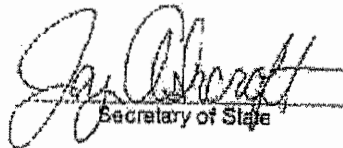
WHEREAS,

KIESLER POLICE SUPPLY INC
F001339650

has complied with the Missouri General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of the State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Indiana.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of May, 2018.


Secretary of State



**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.

| | |
|---------------|---|
| BOX A: | To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has less than ten employees. |
| BOX C: | To be completed by a vendor that meets the definition of “Company” and has ten or more employees. |
| BOX D: | 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 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.</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) 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.</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 <u>Kiestler Police Supply, Inc.</u> (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.</p> | |
| <p><u>Ella D. Kennedy</u> Authorized Representative’s Name (Please Print)</p> | <p><u>[Signature]</u> Authorized Representative’s Signature</p> |
| <p><u>Kiestler Police Supply, Inc.</u> Company Name</p> | <p><u>01/05/2020</u> Date</p> |

STATE 0000000192SL

**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: | 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 % |

• No Conflict of interest exists.

EPK
E. D. King
1/5/26

**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.

| | |
|--|---|
| Vendor Name: Kiesler Police Supply, Inc. | Vendor's Unique Identity ID Number: [REDACTED] |
| Parent Organization's Name: N/A | Parent Organizations Unique Identity ID Number: N/A |



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

STATE OF MISSOURI PURCHASING
 301 WEST HIGH STREET
 ROOM 630
 JEFFERSON CITY, MO 65101

Ship-to Address

Your Reference

Bill-to Customer No. L74364
 Tax Registration No.

Salesperson ELLA
 Email
 Home Page
 Phone No.

No. Q169699
 Document Date January 5, 2026
 Due Date February 4, 2026

Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard

Q169699 â™™ STATE OF MISSOURI PURCHASING - RFP 29218 - SIMUNITION
 SUBMITTED VIA MISSOURIBUYS PORTAL 12.10.25
 - BAFO SUBMITTED 1.05.26

| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|--------------|---|----------|-----------------|----------------------|-----------------------|
| KIESLER NOTE | BAFO SUBMITTED 1.05.26 (-LEE EA) | 1 | EACH | 0.00 | 0.00 |
| SIMU5330005 | SIMUNITION 9MM FX GREEN TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 726.00 PER 1000RDS) | 2 | CASE | 363.00 | 726.00 |
| SIMU5330001 | SIMUNITION 9MM FX RED TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 726.00 PER 1000RDS) | 20 | CASE | 363.00 | 7,260.00 |
| SIMU5330002 | SIMUNITION 9MM FX BLUE TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 726.00 PER 1000RDS) | 16 | CASE | 363.00 | 5,808.00 |
| SIMU5359102 | SIMUNITION 5.56MM FX BLUE CLIPPED TOXFREE FOR M4/M16, 500RDS/CASE REHEecc - 26 (0.93 PER RND / 934.00 PER 1000RDS) | 8 | CASE | 467.00 | 3,736.00 |
| SIMU5359101 | SIMUNITION 5.56MM FX RED CLIPPED TOXFREE FOR M4/M16, 500RDS/CASE REHEecc - 26 (0.93 PER RND / 934.00 PER 1000RDS) | 14 | CASE | 467.00 | 6,538.00 |
| SHIPPING | FOR 60 SIM CASES - FACTORED IN - CHKE/CA ((CEKEEE)) (CKEE/CS ((MEEEE)) + CKEEE/LGF) | 1 | EACH | 0.00 | 0.00 |
| FORMAT ELLA | QUOTED BY ELLA KENNEDY KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 | 1 | EACH | 0.00 | 0.00 |



| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|-----|--|----------|-----------------|----------------------|-------------------------------------|
| | THIS QUOTE IS VALID UNTIL 12.10.2026 ELLA@KIESLER.COM | | | | |
| | Amount Subject to Sales Tax | | | 0.00 | Subtotal 24,068.00 |
| | Amount Exempt from Sales Tax | | | 24,068.00 | Total Tax 0.00 |
| | | | | | Total \$ Incl. Tax 24,068.00 |
| | | | | | Tax Amount 0.00 |

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

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

Kiesler Police Supply, Inc.

Attn: Ella D. Kennedy

2802 Sable Mill Rd.

Jeffersonville, IN 47130

SENT VIA EMAIL: ella@kiesler.com

Dear Kiesler Police Supply:

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 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. 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

Kiesler Police Supply Inc.

BEST AND FINAL OFFER REQUEST LIST

BAFO NO. 01 FOR STATE 0000000192SL

1. IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:

1.1 Paragraph 5.2.2 of the RFP states:

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.

- **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**.
- **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.

Kiesler Police Supply Inc.'s response did not include a completed Exhibit A, Proposal Signature Page or Exhibit C, Vendor Proposed Product/Service.

In order to be considered for award, Kiesler Police Supply Inc.'s BAFO #01 response must include a completed Exhibit A, Proposal Signature Page and Exhibit C, Vendor Proposed Product/Service.

1.2 Paragraph 5.8.2 of the RFP states:

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**

Kiesler Police Supply Inc.'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, Kiesler Police Supply Inc.'s BAFO #01 response must return 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)

| | | | |
|---|--------------|--|-------------------|
| Vendor's Organization Name: | | Kiestler Police Supply, Inc. | |
| MissouriBUYS Supplier Number: | | 1000676 | |
| Point of Contact: | | Ella D. Kennedy | |
| Phone Number: | 812-288-5740 | Email Address: | ella@kiestler.com |
| Mailing Address: | | 2802 Sable Mill Road, Jeffersonville, IN 47130 | |
| City/State/Zip: | | " " | |
| 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: 9 / 1 / 1972 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 12/09/2025 |
| Printed Name Ella D. Kennedy | Title Bid Specialist |

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 Exhibit A, Proposal Signature Page. | <input checked="" type="checkbox"/> |
| 2. | Complete Exhibit C, Vendor Proposed Product/Service | <input checked="" type="checkbox"/> |
| 3. | Complete Exhibit D, Participation Commitment for any Organization for the Blind/Sheltered Workshop proposed. | <input checked="" type="checkbox"/> |
| 4. | Complete Exhibit E, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop, proposed. | <input checked="" type="checkbox"/> |
| 5. | Complete Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference , if applicable. | |
| 6. | Complete Business Compliance Exhibit G, State of Missouri Tax Compliance and attach “Vendor No Tax Due” certificate. | <input checked="" type="checkbox"/> |
| 7. | Complete Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State. | <input checked="" type="checkbox"/> |
| 8. | Complete and sign Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification. | <input checked="" type="checkbox"/> |
| 9. | Complete Business Compliance Exhibit J, Employee/Conflict of Interest. | <input checked="" type="checkbox"/> |
| 10. | Complete Business Compliance Exhibit K, Federal Funding Unique Identity ID. | <input checked="" 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 checked="" 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 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</p> | MIL | 195 | _____ |
| 10 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 55 Grain, Pointed Soft Point. New Manufacturer Only, No Reloads Acceptable. Federal T223A or Remington R223R1 or equivalent</p> | MIL | 64 | _____ |
| 11 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 55 Grain, Boat Tail Full Metal Jacket (FMJ) with cannelure Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Federal AE223J or equivalent</p> | MIL | 73 | _____ |
| 12 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 64 Grain, Pointed Soft Point, Brass Casing Only New Manufacturer Only, No Reloads Acceptable. Winchester RA223R2 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 13 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 55 Grain, Hollow Point, Copper Alloy with cannelure. New Manufacturer Only, No Reloads Acceptable. Hornady 83295, No Substitution Allowed</p> | MIL | 26 | _____ |
| 14 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 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>Mandatory Specification: 5.56mm Caliber 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> Mandatory Specification: Match Ammunition 308 WIN, 168 Grain, A-Max TAP Precision, Match Grade Bullet. New Manufacturer Only, No Reloads Acceptable. Hornady 80965, No Substitution Allowed | MIL | 6 | _____ |
| 17 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50 FPS New Manufacturer Only, No Reloads Acceptable. Federal Hydrashok, No Substitution Allowed | MIL | 25 | _____ |
| 18 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Practice/Training Ammunition: .40 S & W Caliber 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, No Substitution Allowed | MIL | 60 | _____ |

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

| 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: .38 Special Caliber 125-129 Grains Muzzle Velocity 945-956 ft./sec New Manufacturer Only, No Reloads Acceptable. Federal P38HS1G or Winchester X38S8HP, No Substitution Allowed | MIL | 1 | _____ |
| 26 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 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, No Substitution Allowed | MIL | 52 | _____ |
| 27 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 124 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, No Substitution Allowed | 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, .45 Auto 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber +P 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W 165 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P40HST3 or equivalent | MIL | 27 | _____ |
| 35 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto +P 230 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P45HST1 or equivalent | MIL | 11 | _____ |
| 36 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger Training Round 147 Grain, Frangible RHT bullets New Manufacturer Only, No Reloads Acceptable. Federal BC9NT3 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 37 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, .40 S & W 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> Mandatory Specification: Pistol Ammunition, .380 Auto Short Training 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 38 Special Training Ammunition 130 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE38K or equivalent | MIL | 3 | _____ |
| 44 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 180 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R1 or equivalent | MIL | 3 | _____ |
| 45 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 165 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R3 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 46 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto Training Ammunition 230 Grain, Full Metal Jacket, New Manufacturer Only, No Reloads Acceptable. American Eagle AE45A or equivalent | MIL | 7 | _____ |
| 47 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T3 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 49 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .308 WIN 168 Grain, Bonded Soft Point, New Manufacturer Only, No Reloads Acceptable. Federal LE308TT2 or equivalent | MIL | 4 | _____ |
| 50 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Sierra® Boat Tail Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal T223E or equivalent | MIL | 169 | _____ |
| 51 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Nosler® Ballistic Tip, New Manufacturer Only, No Reloads Acceptable. Federal T223T 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 52 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 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> Mandatory Specification: Rifled Slug, 12-Gauge 1-Ounce Hydra-Shok HP New Manufacturer Only, No Reloads Acceptable. Federal LE127 RS or equivalent | MIL | 28 | <hr/> |


| 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> Mandatory Specification: TruBall Rifled Slug, 12-Gauge 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> Mandatory Specification: Long Rifle, Target, .22 Caliber, 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> Mandatory Specification: Rifle Ammunition, .223 REM 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> Mandatory Specification: Rifle Ammunition, .223 REM 62 Grain, Full Metal Jacket Boat-Tail New Manufacturer Only, No Reloads Acceptable. American Eagle AE223N or equivalent | MIL | 38 | <hr style="width: 10%; margin: auto;"/> |
| 59 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger 147 Grain Bullet: GDG2 New Manufacturer Only, No Reloads Acceptable. Speer 54226 or equivalent | MIL | 51 | <hr style="width: 10%; margin: auto;"/> |
| 60 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger 124 Grain Bullet: Gold Dot Hollow Point New Manufacturer Only, No Reloads Acceptable. Speer 53618 or equivalent | MIL | 11 | <hr style="width: 10%; margin: auto;"/> |

| 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 40 S&W 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain 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> Mandatory Specification: Pistol Ammunition, .380 Auto 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> Mandatory Specification: Pistol Ammunition, .357 SIG 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> Mandatory Specification: Pistol Ammunition, .45 Auto 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> Mandatory Specification: Marking Rounds, 9MM 6 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Green Non-Toxic, washable compound FOF FF9G2 or equivalent SIMUNITION # 5330005 - FX GREEN TOXFREE | MIL | 1 |  |

| 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> Mandatory Specification: Marking Rounds, 9MM 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF9B2 or equivalent SIMUNITION #53300002 - FX BLUE TOXFREE | MIL | 10 |  |
| 69 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Marking Rounds, 9MM 6 Grains. Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF9R2 or equivalent SIMUNITION #53300001 - FX RED TOXFREE | MIL | 8 |  |
| 70 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Marking Rounds, 5.56 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Blue Non-Toxic, washable compound FOF FF556B1 or equivalent SIMUNITION #5359102 - FX BLUE TOXFREE | 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> Mandatory Specification: Marking Rounds, 5.56 4.5 Grains, Training Marking Rounds Projectile Material: Plastic Marking Compound: Red Non-Toxic, washable compound FOF FF556R1 or equivalent <i>SIMUNITION # 5359 101 - Fx RED TOXFREE</i> | MIL | 7 |  |
| 72 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition: 5.56 NATO 53 Grain, GMX TAP Patrol Brass Casing Only New Manufacturer Only, No Reloads Acceptable Hornady 81275 or equivalent | MIL | 5 | <hr style="width: 50px; margin-left: auto; margin-right: 0;"/> |
| 73 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 9MM Luger 135 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 90235 | MIL | 26 | <hr style="width: 50px; margin-left: auto; margin-right: 0;"/> |

| LINE ITEM | MANDATORY SPECIFICATIONS | Unit of Measure | Estimated Annual Quantities | Vendor's must check mark each item they choose to propose: |
|--------------|---|--------------------|-----------------------------------|---|
| 74 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 175 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 91375 | MIL | 5 | _____ |
| 75 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 9MM Luger Training Ammunition 124 Grain, Full Metal Jacket FN Casing: Brass New Manufacturer Only, No Reloads Acceptable Aquila 1E092110 or equivalent This item does not have to be manufactured by a SAAMI member. | MIL | 16 | _____ |
| 76 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 180 Grain, Reverse Tapered Jacket Nickel plated brass casing. New Manufacturer Only, No Reloads Acceptable. Winchester RA40T 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: |
|--------------|--|--------------------|-----------------------------------|---|
| 77 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 45 Auto 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> Mandatory Specification: Pistol Ammunition: 9MM Luger 147 Grain, Reverse Tapered Jacket Nickel plated brass casing wih 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> Mandatory Specification: Pistol Ammunition: 9MM Luger +P 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> Mandatory Specification: Pistol Ammunition: 9MM Luger +P+ 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. | _____ |

- 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

*** AMEX NOT ACCEPTED ***

SIMUNITION

9MM FX[®] MARKING CARTRIDGES

AS REAL AS YOU CAN GET[™]



FX[®] – the world's most interactive combat training system for the ultimate level of realism!

The FX[®] Marking cartridges are the core of this training system with their unique telescopic design and patented reduced-energy technology. These non-lethal rounds are fired with a weapon conversion kit for safe and reliable training.

THE FX[®] MARKING CARTRIDGES HAVE MANY IMPRESSIVE FEATURES:

- > Designed for military, law enforcement and approved range programs
- > Non-toxic and non-lethal projectile
- > Detergent-based, water-soluble color marking compound
- > Color options: red, blue, green, orange, white, yellow and non-marking
- > Visible impacts allow accurate assessment of simulated lethality
- > Tactically accurate for close ranges
- > Realistic recoil
- > No special ballistic infrastructure is required
- > Optimal for training any time, any place, indoors and outdoors
- > Used with certified FX[®] 9000 series Personal Protective Equipment

IN ADDITION, SIMUNITION[®] CONVERSION KITS:

- > Have optic-ready pistol conversion kits now available
- > User-installed temporary weapon conversion; no tools required
- > Safe design diminishes the possibility of firing live lethal ammunition
- > Work with the user's service weapon without adding extra weight
- > Realistic weapon functioning in semi and fully-automatic modes
- > Available for a variety of pistols, grenade launchers, rifles, shotguns and submachine guns

THE FX[®] MARKING CARTRIDGES ARE IDEAL FOR TRAINING:

- > Reality-based, force-on-force interactive scenarios
- > Force-on-target training; practically anywhere
- > Weapon safety handling training
- > Urban fighting (MOUT/FIBUA)
- > Anti-terrorism
- > Convoy protection tactics
- > Compatible with laser-based training simulators
- > Patrol exercises
- > Close-Quarter Battle (CQB)
- > Shoot/no shoot decisions
- > Individual/team situations
- > Room/building/trench clearing
- > Mission rehearsal



FX[®] SCENARIO INSTRUCTOR AND SAFETY CERTIFICATION COURSE:

- > Highly qualified professional trainers
- > Courses are offered worldwide. Visit www.simunition.com for more information on on available courses



SIMUNITION®

| COMPONENTS | 9MM x 19MM FX® MARKING CARTRIDGE |
|---------------------|--|
| Projectile mass* | 0.4g (6.2grains) |
| Projectile material | Plastic |
| Cartridge case | Copper alloy |
| Sabot | Plastic |
| Marking compound | Non-toxic, detergent-based, water-soluble |
| Marking color | Red, blue, green, yellow, orange and white |
| Primer | Small pistol primer or ToxFree® primer |
| Propellant | Single or double-base smokeless powder |

| BALLISTIC DATA* | PISTOL, SMG, RIFLE, SHOTGUN, GRENADE LAUNCHER |
|--|--|
| Average muzzle velocity at 21°C (70°F) | 110-160m/s (360-524fps), depending on weapon |
| Accuracy (indoor range) at 21°C (70°F) | 15cm (6in) at 7.6m (25ft) extreme spread |
| Maximum range no wind, no elevation | 150m (492ft) |
| Penetration in 20% gelatin | None |
| Muzzle energy (at 3.5m) | 2.4-5 joules (1.77-3.76ft-pounds) |
| Trajectory match | Mean point of impact 15cm (6in) lower than ball at 7.6m (25ft) |

| TERMINAL EFFECT | |
|-----------------|--------------------------------------|
| Lethality | Non-lethal bruises, welts or scrapes |

| USE | |
|---|---|
| General | For use with Simunition® Conversion Kit only |
| Operational temperature range | -8° to 40°C (18° to 104°F) |
| Mandatory Personal Protective Equipment, Simunition® approved | Head, throat and groin protection |
| Firing modes | Single shot for pistols; single shot, burst and full automatic for submachine guns |
| Weapons | The ammunition will function (feed and cycle) in a wide variety of weapons for most popular law enforcement and military models. <i>Please refer to www.simunition.com for a detailed listing of all available models.</i> |

| STORAGE | |
|---------------------|---|
| Recommended storage | Cool, dry environment, 25°C (77°F) max. |
| Shelf life | Five years, in original packaging |
| Warranty | One year |


* Dimensions, weights and velocities are nominal. Values are dependent on type of weapon, barrel length, rifling, cleanliness, etc., and shall not be used for lot acceptance

GUIDELINES FOR USE:

- Intended only for supervised training conducted in accordance with Simunition® safety training protocols by law enforcement, military and Simunition® approved commercial range programs (in select markets)
- Use only under the direction of a qualified Simunition® Training Safety Officer
- Use only in firearms which have been converted with a Simunition® Conversion Kit
- Clearly identify converted weapons with FX® blue tape on the trigger guard, grip and on the magazine
- Simunition® recommends a minimum 1ft (30cm) stand-off distance when firing 9mm FX® Marking cartridges at protected personnel
- Users must wear approved FX® 9000 series Personal Protective Equipment (head, throat and groin protection), full-body covering recommended
- Improper use can cause serious injury or damage
- General Dynamics assumes no responsibility for injuries, loss or damage resulting from misuse of this ammunition

SIMUNITION. SAFETY AS THE STANDARD®
WWW.SIMUNITION.COM

Distributed worldwide exclusively through the Simunition® network



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USA
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 Ordnance and Tactical Systems
 1 860 404 0162
 1 800 465 8255 (USA Only)
info@simunition.com

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.

| Organization for the Blind/Sheltered Workshop Commitment Table | | | |
|---|--|--|--|
| Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed | Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work | 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 | Committed Percentage of Participation (%* of the Actual Total Contract Value) |
| | | | % |
| | | | % |
| | | | % |
| Total Committed Percentage(s) <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.

N/A

STATE 0000000XXXXSL

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

N/A

STATE 0000000XXXSL

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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. 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.

| | |
|--|---|
| “Vendor No Tax Due” Certificate is Included with the Response (Yes/No) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR | Date: __/__/____ (MM/DD/YYYY) |

TAXATION DIVISION
P O 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

VENDOR NO TAX DUE

KIESLER POLICE SUPPLY INC
2802 SABLE MILL LN
JEFFERSONVILLE IN 47130

DATE ISSUED: OCTOBER 26, 2015

MISSOURI TAX ID NUMBER: [REDACTED]
FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.6, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

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.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "Dwayne Maples".

Dwayne Maples
Administrator, Business Tax

SL:DU0306

CBN045
201529900300392

**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 | Kiester Police Supply, Inc. |
| Charter Number | F001329650 |
| Proof of Good Standing Status Included | Yes <input checked="" 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"/> |

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AUTHORITY

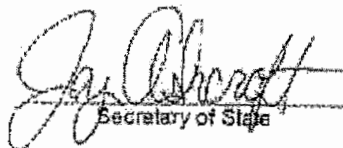
WHEREAS,

KIESLER POLICE SUPPLY INC
FD01329650

has complied with the Missouri General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of the State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Indiana.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of May, 2018.


Secretary of State



STATE 0000000XXXXSL

**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.

- BOX A:** To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a vendor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a vendor that meets the definition of “Company” and has ten or more employees.
- BOX D:** 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 | |
|--|---------------------------------------|
| 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 <u>Kiestler Police Supply, Inc.</u> (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. | |
| <u>Ella D. Kennedy</u> Authorized Representative’s Name (Please Print) | <u>[Signature]</u> Authorized Representative’s Signature |
| <u>Kiestler Police Supply, Inc.</u> Company Name | <u>12/08/2025</u> Date |

STATE 0000000XXXXSL

**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 0000000XXXXSL

**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 % |

• No Conflict of Interest exists.

ED/K
Elmo/huy
12/8/25

STATE 0000000XXXSL

**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.

| | |
|--|---|
| Vendor Name: Kiestar Police Supply, Inc. | Vendor's Unique Identity ID Number: [REDACTED] |
| Parent Organization's Name: N/A | Parent Organizations Unique Identity ID Number: N/A |



Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer

STATE OF MISSOURI PURCHASING
 301 WEST HIGH STREET
 ROOM 630
 JEFFERSON CITY, MO 65101

Ship-to Address

Your Reference

Bill-to Customer No. L74364
 Tax Registration No.

Salesperson ELLA
 Email
 Home Page
 Phone No.

No. Q169699
 Document Date December 10, 2025
 Due Date January 9, 2026

Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard

Q169699 â™™ STATE OF MISSOURI PURCHASING - RFP 29218 - SIMUNITION

| No. | Description | Quantity | Unit of Measure | Unit Price Excl. Tax | Line Amount Excl. Tax |
|-------------|---|----------|-----------------|----------------------|-----------------------|
| SIMU5330005 | SIMUNITION 9MM FX GREEN TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 729.86 PER 1000RDS) | 2 | CASE | 364.93 | 729.86 |
| SIMU5330001 | SIMUNITION 9MM FX RED TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 729.86 PER 1000RDS) | 20 | CASE | 364.93 | 7,298.60 |
| SIMU5330002 | SIMUNITION 9MM FX BLUE TOXFREE GEN2 500RD/CASE, 50RD/BOX ACAEecc - 26 (0.73 PER RND / 729.86 PER 1000RDS) | 16 | CASE | 364.93 | 5,838.88 |
| SIMU5359102 | SIMUNITION 5.56MM FX BLUE CLIPPED TOXFREE FOR M4/M16, 500RDS/CASE REHEecc - 26 (0.94 PER RND / 938.54 PER 1000RDS) | 8 | CASE | 469.27 | 3,754.16 |
| SIMU5359101 | SIMUNITION 5.56MM FX RED CLIPPED TOXFREE FOR M4/M16, 500RDS/CASE REHEecc - 26 (0.94 PER RND / 938.54 PER 1000RDS) | 14 | CASE | 469.27 | 6,569.78 |
| SHIPPING | FOR 60 SIM CASES - FACTORED IN - CHKE/CA ((CEKEEE)) (CKEE/CS ((MEEEEE)) + CKEEE/LGF) | 1 | EACH | 0.00 | 0.00 |
| FORMAT ELLA | QUOTED BY ELLA KENNEDY KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID UNTIL 12.10.2026 ELLA@KIESLER.COM | 1 | EACH | 0.00 | 0.00 |



| | | | |
|------------------------------|-----------|---------------------------|------------------|
| Amount Subject to Sales Tax | 0.00 | Subtotal | 24,191.28 |
| Amount Exempt from Sales Tax | 24,191.28 | Total Tax | 0.00 |
| | | Total \$ Incl. Tax | 24,191.28 |
| | | Tax Amount | 0.00 |

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

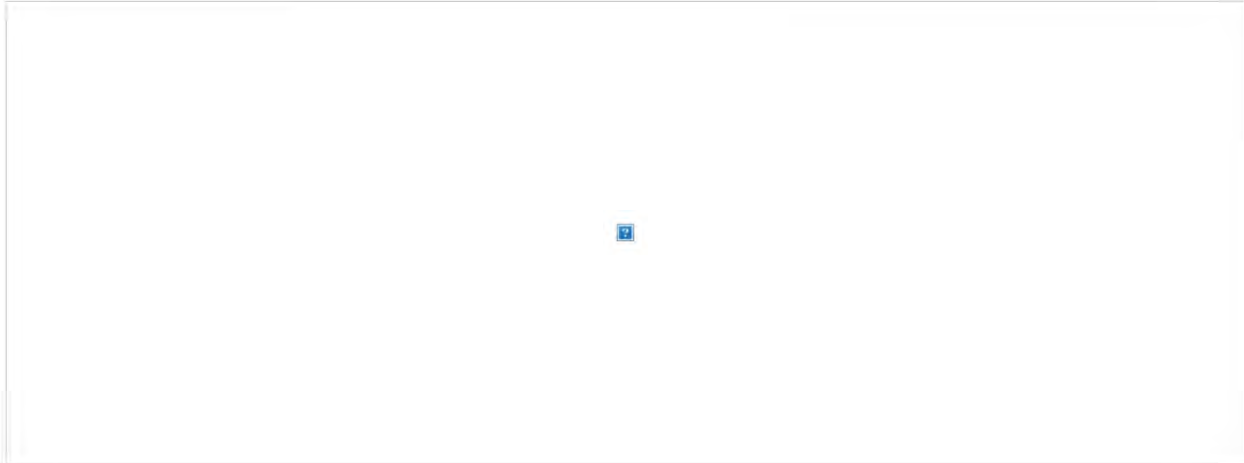
DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

From: Ella Kennedy
To: Feeler, Lane
Subject: RE: Statewide Ammunition QVL Response | State of Missouri - Solicitation STATE 000000192SL - Statewide Ammunition (RFP 29404)
Attachments: image011.png
image012.png
image013.png
image014.png
image015.png
image016.png
image017.png
image018.png
image019.png
Signature Pages - State of Missouri - Solicitation STATE 000000192SL - Statewide Ammunition (RFP 29404).pdf
State of Missouri - Solicitation STATE 000000192SL - Statewide Ammunition (RFP 29404).pdf
Q169699 - STATE OF MISSOURI PURCHASING - RFP 29218 - SIMUNITION.pdf

Good afternoon, Lane!
Hope you are gearing up for a great Holiday week with loved ones
All required paperwork is attached here with check marks on the lines we intended to bid, as directed.
I do apologize if they were not uploaded in the correct place – I recalled trying to upload them in a few different spots through the Oracle portal.
As far as the line-item responses: we “no-bid” lines 1-66 & 72-80 for this solicitation - left them blank/\$0.00 - so that the total tallied in the portal would only reflect the line items being bid on, which were lines 67-71 for an equivalent product to the FoF skus, which are Simunition FX Marking rounds.
The alternative of Simunition (FoF’s sister line) was bid due to immense current backlog/limited availability on FoF rounds.

Please let me know if you cannot see the values bid for lines 67-71 inside the portal, and if you need us to fill in those values on the first attachment instead.



Thank you much!
Ella Kennedy | Law Enforcement Bid Specialist
ekennedy@kiesler.com | 812.288.5740 x 1235
ADDITIONAL INFORMATION REGARDING YOUR QUOTE/ORDER

From: Kelsie Kruer
Sent: Thursday, December 18, 2025 9:57 AM
To: Feeler, Lane ; Ella Kennedy
Subject: RE: Statewide Ammunition QVL Response
Good morning, Lane! Thank you, you too!
Ella – please see attached & below. Thanks!!
Kelsie Kruer | Inside Law Enforcement Manager
kkruer@kiesler.com | 812.288.5740 x 1171

From: Feeler, Lane <Lane.Feeler@oa.mo.gov>
Sent: Thursday, December 18, 2025 9:44 AM
To: Kelsie Kruer <kkruer@kiesler.com>
Subject: Statewide Ammunition QVL Response

You don't often get email from lane.feeler@oa.mo.gov. [Learn why this is important](#)

Good Morning Kelsie,
Happy Friday eve! I hope this message reaches you well.
I wanted to reach out regarding the submission that was submitted by Kiesler for the Statewide Ammunition QVL through the State of Missouri. I've been going through all the required “compliance checks” we do for the pre-award process, and I noticed I had received the required exhibits for the solicitation in your response but did not receive a signed proposal page or line-item responses.
Since this is a statewide contract, all you will need to do is fill out each line with a response of “\$1.00”. That is typical across all of our statewide contract response requirements. If you have a pricing catalog, please include that as a separate attachment in your submission back to me.
You can find the signature page on Page 37 of the solicitation attached above, with the line items to follow.
If you can return this to me before Christmas, please do. If not, please return the required compliance by end of the day 4:00 p.m. December 30, 2025.

Best,



Excellent customer service, every time.



oa.mo.gov

Lane Feeler

Procurement Analyst
Division of Purchasing

Office: (573) 522-3296

Lane.Feeler@oa.mo.gov

301 W. High Street – RM 430C
Jefferson City, MO 65101

**ATTACHMENT 1
State of Missouri
Price Quote Request Form (PQF)**

The PQF may be modified by state agencies as necessary to identify any unique or special requirements related to the Statewide Ammunition (Add Vendors) required by the agency. Required ammunition specifications must be in line with the specifications awarded as a result of the content listed in Exhibit C, Statewide Ammunition QVL (Add Vendors) Specification Requirements for solicitation **STATE 0000000XXXSL**.

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 PQF to the Following Email Address: _____

PQF Issue Date: _____

PQF Return No Later Than Date: _____

STATE AGENCY'S PRODUCT REQUIREMENTS:

Product Needed: _____

Quantity Requested: _____

One Time or Recurring Order: _____

Delivery Date Requested (if applicable): _____

Delivery Location:

Specific Delivery Requirements (if needed):

TO BE COMPLETED BY THE QVL CONTRACTOR

The QVL contractor must provide the following information regarding the line item(s) proposed:

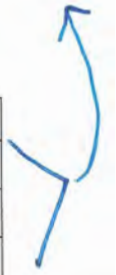
Quantity Proposed:

PLEASE SEE LINE ITEMS & PRICES IN PORTAL TABLE.

PRICING:

The QVL contractor shall provide a firm, fixed price for the proposed line item(s) below:

| Line Item | Firm, Fixed Price |
|------------|-------------------|
| Unit Price | \$ _____ |
| | |
| | |
| | |



NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 120 calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: Kiesler Police Supply, Inc.

QVL Contractor's Address: 2802 SABLEMILL LANE, JEFFERSONVILLE, IN 47130

QVL Contractor's Point of Contact: Ella D. Kennedy

QVL Contractor's Point of Contact's Phone Number: 812-282-5740 x1235

QVL Contractor's Point of Contact's Email Address: ella@kiesler.com

Signature of QVL Contractor's Point of Contact: Ella D. Kennedy

**Attachment 02
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid 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 bidder 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 BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

- (Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR
- (Table 2) ALL products bid 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 bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder 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 bid 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 bid 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 BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, 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 bid 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 bid 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 bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

| Item # | Country Where Manufactured/Produced | Item # | Country Where Manufactured/Produced |
|--------|-------------------------------------|--------|-------------------------------------|
| 67 | CANADA | 71 | CANADA |
| 68 | ↓ | | ↓ |
| 69 | | | |
| 70 | | | |

(Exhibit continues on next page)

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE, cc'd

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 bid 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 |
|--------|--|---|---|
| | | | |
| | | | |
| | | | |

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

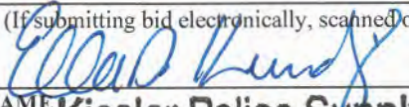
- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or 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 U.S. Manufactured Product or Line of Particular Good |
|--------|--|---------------------------|---|
| | | | |
| | | | |
| | | | |

The bidder 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 bid electronically, scanned or typed signature is acceptable)



COMPANY NAME **Kiesler Police Supply, Inc.**

State of Missouri
Office of Administration, Division of Purchasing



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

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

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.

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

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)

| | |
|--|--|
| SOLICITATION NO.: | STATE 000000192SL |
| SOLICITATION ISSUED ON BEHALF OF: | Various Agencies Throughout the State of Missouri |
| ISSUE DATE: | November 24, 2025 |
| CONTRACT PERIOD: | Date of Award through One Year |
| REQUISITION NO.: | N/A |

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://missouribuys.mo.gov>.
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

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:

| | | |
|---|---|---|
| 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 | Vendor Proposed Product/Service |
| | Exhibit D | Participation Commitment |
| | Exhibit E | Documentation of Intent to Participate |
| | Exhibit F | Missouri Service-Disabled Veteran Business Enterprise Preference |
| | BUSINESS COMPLIANCE EXHIBITS | |
| | 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) | Attachments (Do not return these documents with response) |
| 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:

| Contract Number | FY2024 | FY2025 | FY2026 |
|------------------------|---------------|---------------|---------------|
| 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

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:

| Data Element | Description |
|--|--|
| 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 15th 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 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.

- 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 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.
- 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 to 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

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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

| | | | |
|---|---|-----------------------|--|
| Vendor's Organization Name: | | | |
| MissouriBUYS Supplier Number: | | | |
| Point of Contact: | | | |
| Phone Number: | | Email Address: | |
| Mailing Address: | | | |
| City/State/Zip: | | | |
| Vendor Tax Filing Type with IRS (check one): | <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 | | |
| 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 |
| | |
| Printed Name | Title |
| | |

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 Exhibit A, Proposal Signature Page. | <input type="checkbox"/> |
| 2. | Complete Exhibit C, Vendor Proposed Product/Service | <input type="checkbox"/> |
| 3. | Complete Exhibit D, Participation Commitment for any Organization for the Blind/Sheltered Workshop proposed. | <input type="checkbox"/> |
| 4. | Complete Exhibit E, Documentation of Intent to Participate , identifying each Organization for the Blind/Sheltered Workshop, proposed. | <input type="checkbox"/> |
| 5. | Complete Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference , if applicable. | |
| 6. | Complete Business Compliance Exhibit G, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate. | <input type="checkbox"/> |
| 7. | Complete Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State. | <input type="checkbox"/> |
| 8. | Complete and sign Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification. | <input type="checkbox"/> |
| 9. | Complete Business Compliance Exhibit J, Employee/Conflict of Interest. | <input type="checkbox"/> |
| 10. | Complete Business Compliance Exhibit K, Federal Funding Unique Identity ID. | <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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Shotgun Ammunition: 12-Gauge 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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> Mandatory Specification: Rifle Ammunition: .223 Caliber 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>Mandatory Specification: Rifle Ammunition: .223 Caliber 55 Grain, Hollow Point, Copper Alloy with cannelure. New Manufacturer Only, No Reloads Acceptable. Hornady 83295, No Substitution Allowed</p> | MIL | 26 | _____ |
| 14 | <p>C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i></p> <p>Mandatory Specification: Rifle Ammunition: .223 Caliber 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>Mandatory Specification: 5.56mm Caliber 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> Mandatory Specification: Match Ammunition 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Practice/Training Ammunition: .40 S & W Caliber 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber New Brass Practice Ammo Jacketed Hollow Point, 180 Grain Muzzle Velocity: 950 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Winchester RA40180HP or equivalent | MIL | 9 | _____ |
| 20 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber Jacketed Hollow Point, 180 Grain Muzzle Velocity: 960 FPS +/- 50FPS New Manufacturer Only, No Reloads Acceptable. Federal P40HST1, <i>No Substitution Allowed</i> | MIL | 39 | _____ |
| 21 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> | 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: Pistol Ammunition: .40 S & W Caliber 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> Mandatory Specification: .38 Special Caliber 125-129 Grains Muzzle Velocity 945-956 ft./sec New Manufacturer Only, No Reloads Acceptable. Federal P38HS1G or Winchester X38S8HP, No Substitution Allowed | MIL | 1 | _____ |
| 26 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 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, No Substitution Allowed | MIL | 52 | _____ |
| 27 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9mm Caliber 124 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, No Substitution Allowed | 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, 9mm Caliber 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>Mandatory Specification: Handgun Training Ammunition, .45 Auto 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber 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> Mandatory Specification: Pistol Ammunition, 9MM Luger Caliber +P 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W 165 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P40HST3 or equivalent | MIL | 27 | _____ |
| 35 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto +P 230 Grain, HST Hollow-Point New Manufacturer Only, No Reloads Acceptable. Federal P45HST1 or equivalent | MIL | 11 | _____ |
| 36 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger Training Round 147 Grain, Frangible RHT bullets New Manufacturer Only, No Reloads Acceptable. Federal BC9NT3 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 37 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, .40 S & W 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> Mandatory Specification: Pistol Ammunition, .380 Auto Short Training 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, 38 Special Training Ammunition 130 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE38K or equivalent | MIL | 3 | _____ |
| 44 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 180 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R1 or equivalent | MIL | 3 | _____ |
| 45 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .40 S & W Training Ammunition 165 Grain, Full Metal Jacket New Manufacturer Only, No Reloads Acceptable. American Eagle AE40R3 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: |
|-----------|---|-----------------|-----------------------------|--|
| 46 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition, .45 Auto Training Ammunition 230 Grain, Full Metal Jacket, New Manufacturer Only, No Reloads Acceptable. American Eagle AE45A or equivalent | MIL | 7 | _____ |
| 47 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain, Bonded Soft Point New Manufacturer Only, No Reloads Acceptable. Federal LE223T3 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: |
|-----------|--|-----------------|-----------------------------|--|
| 49 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .308 WIN 168 Grain, Bonded Soft Point, New Manufacturer Only, No Reloads Acceptable. Federal LE308TT2 or equivalent | MIL | 4 | _____ |
| 50 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Sierra® Boat Tail Hollow Point New Manufacturer Only, No Reloads Acceptable. Federal T223E or equivalent | MIL | 169 | _____ |
| 51 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Nosler® Ballistic Tip, New Manufacturer Only, No Reloads Acceptable. Federal T223T 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: |
|--------------|---|--------------------|-----------------------------------|---|
| 52 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 55 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223A, Hornady FR120 or equivalent | MIL | 164 | _____ |
| 53 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 64 Grain, Hi-Shok SP New Manufacturer Only, No Reloads Acceptable. Federal T223L or equivalent | MIL | 4 | _____ |
| 54 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Rifled Slug, 12-Gauge 1-Ounce Hydra-Shok HP New Manufacturer Only, No Reloads Acceptable. Federal LE127 RS or equivalent | 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> Mandatory Specification: TruBall Rifled Slug, 12-Gauge 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> Mandatory Specification: Long Rifle, Target, .22 Caliber, 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> Mandatory Specification: Rifle Ammunition, .223 REM 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> Mandatory Specification: Rifle Ammunition, .223 REM 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 9MM Luger 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> Mandatory Specification: Pistol Ammunition, 40 S&W 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> Mandatory Specification: Rifle Ammunition, .223 Rem (5.56x45MM) 62 Grain 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> Mandatory Specification: Pistol Ammunition, .380 Auto 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> Mandatory Specification: Pistol Ammunition, .357 SIG 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> Mandatory Specification: Pistol Ammunition, .45 Auto 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> Mandatory Specification: Marking Rounds, 9MM 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Marking Rounds, 9MM 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> Mandatory Specification: Marking Rounds, 9MM 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> Mandatory Specification: Marking Rounds, 5.56 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> Mandatory Specification: Marking Rounds, 5.56 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> Mandatory Specification: Rifle Ammunition: 5.56 NATO 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> Mandatory Specification: Pistol Ammunition: 9MM Luger 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 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 175 Grain, Flexlock New Manufacturer Only, No Reloads Acceptable Hornady 91375 | MIL | 5 | _____ |
| 75 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 9MM Luger Training Ammunition 124 Grain, Full Metal Jacket FN Casing: Brass New Manufacturer Only, No Reloads Acceptable Aquila 1E092110 or equivalent This item does not have to be manufactured by a SAAMI member. | MIL | 16 | _____ |
| 76 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 40 S&W 180 Grain, Reverse Tapered Jacket Nickel plated brass casing. New Manufacturer Only, No Reloads Acceptable. Winchester RA40T 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: |
|-----------|--|-----------------|-----------------------------|--|
| 77 | C/S Code: 46101601 <i>Defense or Law Enforcement Ammunition</i> Mandatory Specification: Pistol Ammunition: 45 Auto 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> Mandatory Specification: Pistol Ammunition: 9MM Luger 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> Mandatory Specification: Pistol Ammunition: 9MM Luger +P 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> Mandatory Specification: Pistol Ammunition: 9MM Luger +P+ 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 |
|---|--|

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.

| Organization for the Blind/Sheltered Workshop Commitment Table | | | |
|---|--|--|--|
| Name of Each Qualified Organization for the Blind or Sheltered Workshop Proposed | Description of Proposed Products/Services and RFP Paragraph Number Which Requires Proposed Products/Services within the Statement of Work | 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 | Committed Percentage of Participation (%* of the Actual Total Contract Value) |
| | | | % |
| | | | % |
| | | | % |
| Total Committed Percentage(s) <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.

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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)

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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. 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.

| | |
|--|--|
| “Vendor No Tax Due” Certificate is Included with the Response (Yes/No) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR | 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.

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

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 _____ (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 _____ (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.

| | |
|------------------------------------|--|
| Vendor Name: | Vendor’s Unique Identity ID Number: |
| Parent Organization’s Name: | Parent Organizations Unique Identity ID Number: |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

May Session of the January Adjourned

Term. 20 26

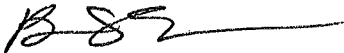
In the County Commission of said county, on the 5th day of May 20 26

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 to purchase 2027 PC and Laptop Replacements.

Done this 5th day of May 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

| Tag # | Department | First Name | Last Name | Category ID | Cost Center | CDW Quote | 15% |
|-------|----------------------------|-----------------|----------------|-------------|-------------|--------------|--------------|
| 24771 | 2010 - ASSESSOR | | SCANNING | PC | 2012 | \$ 1,855.00 | \$ 2,133.25 |
| 25035 | 1110 - AUDITOR | | CONF ROOM 306 | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25036 | 1121 - COUNTY COMMISSIO | | CONF ROOM 214 | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25037 | 1121 - COUNTY COMMISSIO | | CONF ROOM 301 | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25038 | 1110 - AUDITOR | KYLE | RIEMAN | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25039 | 1110 - AUDITOR | DAVID | POLLARD | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25040 | 2010 - ASSESSOR | JESSICA | RAILES | PC | 2012 | \$ 1,855.00 | \$ 2,133.25 |
| 25041 | 1131 - COUNTY CLERK | MAX | MILLER | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25042 | 1150 - COLLECTOR | | BACK STATION | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25043 | 1150 - COLLECTOR | BACK STATION | WINDOW 5 | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25044 | 1150 - COLLECTOR | CRYSTAL | DESILVA | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25045 | 2160 - COMMUNITY CHILDR | JOANNE | NELSON | PC | 1420/2160 | \$ 1,855.00 | \$ 2,133.25 |
| 25046 | 2160 - COMMUNITY CHILDR | KRISTIN | CUMMINS | PC | 1420/2160 | \$ 1,855.00 | \$ 2,133.25 |
| 25047 | 6100 - FACILITIES & GROUN | FACILITIES MTCE | MULTI USER | PC | 6107 | \$ 1,855.00 | \$ 2,133.25 |
| 25048 | 6100 - FACILITIES & GROUN | JEAN | MEYER | PC | 6107 | \$ 1,855.00 | \$ 2,133.25 |
| 25049 | 6100 - FACILITIES & GROUN | CORY | DICKEY | PC | 6107 | \$ 1,855.00 | \$ 2,133.25 |
| 25050 | 6103 - FACILITIES SECURITY | HENRY | HOWELL | PC | 6107 | \$ 1,855.00 | \$ 2,133.25 |
| 25051 | 1176 - GIS - COUNTY | ADAM | NULL | PC | 1176 | \$ 1,855.00 | \$ 2,133.25 |
| 25052 | 1261 - PROSECUTING ATTO | RANDY | NICHOLS | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25053 | 1261 - PROSECUTING ATTO | DOUG | PARSONS | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25054 | 1261 - PROSECUTING ATTO | CLAIRE | SCHUMACHER | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25055 | 1150 - COLLECTOR | | WINDOW 1 | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25056 | 1200 - PUBLIC ADMINISTRA | BRENDA | ROSE | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25057 | 1251 - SHERIFF | | BPOD | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25058 | 1126 - COUNTY COUNSELOR | JASON | GLAHN | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25059 | 2702 - EMERGENCY MGMT | CHRISTOPHER | KELLEY | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25060 | 2702 - EMERGENCY MGMT | PARKER | HATHAWAY | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25061 | 2702 - EMERGENCY MGMT | CHRISTOPHER | LEWIN | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25062 | 2702 - EMERGENCY MGMT | BART | MESSER | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25063 | 2702 - EMERGENCY MGMT | MATT | BROWN | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25064 | 2701 - 911/JOINT COMM OF | HEATHER | FERNANDEZ | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25065 | 2701 - 911/JOINT COMM OF | LINDSEY | MARTIN | PC | 2708 | \$ 1,855.00 | \$ 2,133.25 |
| 25066 | 1115 - HUMAN RESOURCES | | APPLICANT DESK | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25067 | 1170 - INFORMATION TECH | BETH | BOOS | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25068 | 1115 - HUMAN RESOURCES | SARA | ENYARD | PC | 1172 | \$ 1,855.00 | \$ 2,133.25 |
| 25373 | 1176 - GIS - COUNTY | MATT | SMITH | PC | 1176 | \$ 1,855.00 | \$ 2,133.25 |
| 25374 | 1176 - GIS - COUNTY | MORGAN | HURT | PC | 1176 | \$ 1,855.00 | \$ 2,133.25 |
| 25408 | 2160 - COMMUNITY CHILDR | GINA | JENKINS | PC | 1420/2160 | \$ 1,855.00 | \$ 2,133.25 |
| 25421 | 2045 - DESIGN & CONSTRU | MICAH | TAYLOR | PC | 2083 | \$ 1,855.00 | \$ 2,133.25 |
| | | | | | | \$ 72,345.00 | \$ 83,196.75 |

| Tag # | Department | First Name | Last Name | Category ID | Cost Center | CDW Quote | 15% |
|-------|-------------------------|---------------|-------------|-------------|-------------|-------------|-------------|
| 25099 | 1115 - HUMAN RESOURCES | ANGELA | WEHMEYER | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25116 | 1115 - HUMAN RESOURCES | SHARRY | CHAREST | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25337 | 1118 - PURCHASING | MELINDA | BOBBITT | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25099 | 1121 - COUNTY COMMISSIO | KIP | KENDRICK | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25101 | 1160 - RECORDER | BOB | NOLTE | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25074 | 1170 - INFORMATION TECH | CYBERSECURITY | ADMIN | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25116 | 1170 - INFORMATION TECH | JULIA | LUTZ | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 24762 | 1251 - SHERIFF | | CCW RECORDS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25103 | 1251 - SHERIFF | Karl | Balley | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25104 | 1251 - SHERIFF | JARED | RAUSCH | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25105 | 1251 - SHERIFF | CLARK | LUNTSFORD | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25106 | 1251 - SHERIFF | PHILLIP | SMITH | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25107 | 1251 - SHERIFF | MATT | VESSAR | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25108 | 1251 - SHERIFF | GARY | GERMAN | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25110 | 1251 - SHERIFF | ANGELA | AYERS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25111 | 1251 - SHERIFF | ELI | BURKHOLDER | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25075 | 1261 - PROSECUTING ATTO | | JURY | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25076 | 1261 - PROSECUTING ATTO | MANDOLIN | ROBERSON | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25077 | 1261 - PROSECUTING ATTO | DOUG | PARSONS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25078 | 1261 - PROSECUTING ATTO | STEVEN | MCCORMACK | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25079 | 1261 - PROSECUTING ATTO | JONATHAN | KERSHA | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25080 | 1261 - PROSECUTING ATTO | CAMERON | SHIELDS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25081 | 1261 - PROSECUTING ATTO | MARILYN | FERRIS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25082 | 1261 - PROSECUTING ATTO | LINDSAY | HENDERSON | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25083 | 1261 - PROSECUTING ATTO | MELISSA | KNERR | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25084 | 1261 - PROSECUTING ATTO | RYAN | CONWAY | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |

| | | | | | | | |
|-------|----------------------------|----------|-----------|--------|-----------|---------------|---------------|
| 25085 | 1261 - PROSECUTING ATTO | TRACY | SKAGGS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25087 | 1261 - PROSECUTING ATTO | PATTI | HARRIS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25088 | 1261 - PROSECUTING ATTO | BRANDY | MAIER | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25089 | 1261 - PROSECUTING ATTO | CRAIG | JOHNSTON | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25090 | 1261 - PROSECUTING ATTO | PAUL | WADE | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25091 | 1261 - PROSECUTING ATTO | CHAD | MOEN | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25092 | 1261 - PROSECUTING ATTO | RISA | PERKINS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25094 | 1261 - PROSECUTING ATTO | ROGER | JOHNSON | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25095 | 1261 - PROSECUTING ATTO | INTERN | | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25097 | 1261 - PROSECUTING ATTO | RANDY | NICHOLS | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25098 | 1261 - PROSECUTING ATTO | | JURY | LAPTOP | 1172 | \$ 2,521.00 | \$ 2,899.15 |
| 25164 | 2010 - ASSESSOR | KENNY | MOHR | LAPTOP | 2012 | \$ 2,521.00 | \$ 2,899.15 |
| 25102 | 2045 - DESIGN & CONSTRU | BILL | FLOREA | LAPTOP | 1172/2083 | \$ 2,521.00 | \$ 2,899.15 |
| 25070 | 2160 - COMMUNITY CHILDR | JOANNE | NELSON | LAPTOP | 1420/2160 | \$ 2,521.00 | \$ 2,899.15 |
| 25071 | 2160 - COMMUNITY CHILDR | | STAFF | LAPTOP | 1420/2160 | \$ 2,521.00 | \$ 2,899.15 |
| 25112 | 2701 - 911/JOINT COMM OF | HEATHER | FERNANDEZ | LAPTOP | 2708 | \$ 2,521.00 | \$ 2,899.15 |
| 25113 | 2701 - 911/JOINT COMM OF | LINDSEY | MARTIN | LAPTOP | 2708 | \$ 2,521.00 | \$ 2,899.15 |
| 25114 | 2701 - 911/JOINT COMM OF | STIRLING | WILLIAMS | LAPTOP | 2708 | \$ 2,521.00 | \$ 2,899.15 |
| 25073 | 2703 - INFORMATION TECH | ANNA | FOSTER | LAPTOP | 2708 | \$ 2,521.00 | \$ 2,899.15 |
| 24617 | 6100 - FACILITIES & GROUN | PHYLON | WILLIAMS | LAPTOP | 6107 | \$ 2,521.00 | \$ 2,899.15 |
| 25072 | 6103 - FACILITIES SECURITY | HENRY | HOWELL | LAPTOP | 6107 | \$ 2,521.00 | \$ 2,899.15 |
| | | | | | | \$ 118,487.00 | \$ 136,260.05 |

| PC Replacement Costs | | Laptop Replacement Costs | | Total by Cost Center | |
|----------------------|--------------|--------------------------|---------------|----------------------|---------------|
| 1172 | \$ 40,631.75 | 1172 | \$ 107,268.65 | 1172 | \$ 149,249.88 |
| 2708 | \$ 14,932.75 | 2708 | \$ 11,696.60 | 2708 | \$ 26,529.35 |
| 1420/2160 | \$ 6,399.75 | 1420/2160 | \$ 5,798.30 | 1420/2160 | \$ 12,198.05 |
| 2083 | \$ 2,133.25 | 1172/2083 | \$ 2,899.15 | 2083 | \$ 3,582.83 |
| 2012 | \$ 4,266.50 | 2012 | \$ 2,899.15 | 2012 | \$ 7,165.65 |
| 6107 | \$ 8,533.00 | 6107 | \$ 5,798.30 | 6107 | \$ 14,331.30 |
| 1176 | \$ 6,399.75 | Laptop Costs: | \$ 136,260.05 | 1176 | \$ 6,399.75 |
| PC Costs: | \$ 83,196.75 | PC & Laptop Costs: | \$ 219,466.80 | | \$ 219,466.80 |



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

VICTORIA WALTER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| 1CK52H9 | 4/15/2026 | 2027 PCS | 8935081 | \$1,854.89 |

QUOTE DETAILS

| ITEM | Qty | CDW # | UNIT PRICE | EXT. PRICE |
|---|-----|---------|------------|------------|
| HP Z2 G11 Workstation - Intel Core Ultra 7 265 - 32 GB - 1 TB SSD - Small F | 1 | 8372829 | \$1,854.89 | \$1,854.89 |

Mfg. Part#: BN5N2UT#ABA

Contract: Sourcewell 121923-Boone County (C000866)

| | |
|--------------------|-------------------|
| SUBTOTAL | \$1,854.89 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$1,854.89 |

PURCHASER BILLING INFO DELIVER TO

Billing Address:
BOONE COUNTY IT DEPT
801 E WALNUT ST RM 220
COLUMBIA, MO 65201-4890
Phone: (573) 886-4315
Payment Terms:

Shipping Address:
BOONE COUNTY INFORMATION TECH
ATTN:VICTORIA WALTER
801 E WALNUT ST RM 220
2027 PCS
COLUMBIA, MO 65201
Phone: (573) 886-4315
Shipping Method: FEDEX Ground



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

VICTORIA WALTER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| 1CK52M6 | 4/15/2026 | 2027 LAPTOPS | 8935081 | \$2,520.67 |

| QUOTE DETAILS | | | | | | |
|--|-----|---------|------------|------------|--|--|
| ITEM | QTY | CDW # | UNIT PRICE | EXT. PRICE | | |
| Dell Pro 16 Plus 81K Base - Copilot+ PC - AMD Ryzen AI PRO 7 350 Processor | 1 | 8375119 | \$2,520.67 | \$2,520.67 | | |
| Mfg. Part#: 1CFWK | | | | | | |
| Contract: Sourcewell 121923-Boone County (C000866) | | | | | | |

| | |
|--------------------|-------------------|
| SUBTOTAL | \$2,520.67 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$2,520.67 |

| PURCHASER BILLING INFO | DELIVER TO |
|---|---|
| Billing Address: BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 Phone: (573) 886-4315 Payment Terms: | Shipping Address: BOONE COUNTY INFORMATION TECH ATTN:VICTORIA WALTER 801 E WALNUT ST RM 220 2027 LAPTOPS COLUMBIA, MO 65201 Phone: (573) 886-4315 Shipping Method: FEDEX Ground |

Heather Acton

From: Victoria Walter
Sent: Wednesday, April 15, 2026 1:37 PM
To: Heather Acton; Kyle Rieman
Cc: Kip Kendrick; Beth Boos; Julia Lutz
Subject: 2027 PC/Laptop Replacements in 2026
Attachments: Budget Amendment - 2027 PC Laptop Replacements in 2026 04.15.26.pdf

Importance: High

Good Afternoon,

Attached is the budget amendment requested, showing the current cost of PCs and laptops (as of today, 04/15/26), along with a 15% increase. There has already been a slight increase on PCs – going from \$1,760 to \$1,855, and a significant price increase on laptops – going from \$1,832 to \$2,521.

The budget amendment includes the list of PCs and laptops due to be replaced in 2027, as well as CDW Quotes for a PC and a laptop. We would like to move pretty quickly on this, so we can get this equipment ordered before the vendor's inventory is no longer available, again.

Please let me know if you have any questions or need anything further to get this moving.

Thanks,

****Note that my email is now vwalter@boonemo.gov. Please update your records!****



Victoria Walter • *Administrative Services Manager*

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