

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the January Adjourned

Term. 20 26

County of Boone

} ea.

14th

day of May

20 26

In the County Commission of said county, on the

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 Contract Amendment #2 to the Boone County and City of Columbia Road Maintenance Agreement for Road Maintenance Responsibilities.

Terms of the amendment are stipulated in the attached Contract Amendment #2. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment #2.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEC
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

026299
Permanent Record
Filed in Clerk's Office

Introduced by Buffaloe

First Reading 4-20-26

Second Reading 5-4-26

Ordinance No. 026299

Council Bill No. B 103-26

AN ORDINANCE

authorizing Amendment No. 2 to the contract with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute Amendment No. 2 to the contract with Boone County, Missouri relating to ongoing maintenance responsibilities of roads along the geographic boundary of the Columbia city limits. The form and content of the amendment shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such amendment prior to the date of this ordinance are hereby approved and ratified.

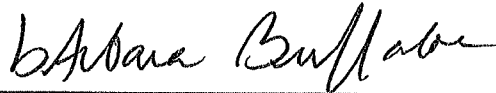
SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 4th day of May, 2026.

ATTEST:

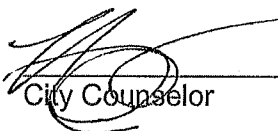


City Clerk



Mayor and Presiding Officer

APPROVED AS TO FORM:



City Counselor

**CONTRACT AMENDMENT #2
BOONE COUNTY AND CITY OF COLUMBIA
ROAD MAINTENANCE AGREEMENT**

Road Maintenance Responsibilities

THIS AGREEMENT is entered into by and between **Boone County, Missouri**, through its County Commission, a political subdivision of the State of Missouri (hereinafter “County”), and the **City of Columbia, Missouri**, a political subdivision of the State of Missouri (hereinafter “City”) and is effective on the date of final execution as indicated below.

WHEREAS, County and City entered into a Road Maintenance Agreement approved by City of Columbia Ordinance 023682 on November 5, 2018 and Boone County Commission Order 502-2018 on November 13, 2018, and;

WHEREAS, the parties entered into Contract Amendment Number #1 of the Road Maintenance Agreement approved by City of Columbia Ordinance 024185 on March 2, 2020 and Boone County Commission Order 175-2020 on April 7, 2020, and

WHEREAS, the parties contemplated that the map incorporated into said Agreement would be updated to reflect changes in annexation, new road construction, and/or other factors which bear on the respective road maintenance responsibilities of the parties; and

WHEREAS, the parties desire to update the incorporated map by this Contract Amendment; and

WHEREAS, the parties desire to add Appendix ‘A’ to document in greater detail the annual changes, if any, to the road maintenance responsibilities of the parties by this Contract Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement, the parties agree to the following:

1. MAP: The attached map dated **03/13/2026** shall update and replace the map dated November 26, 2019 in the Amendment #1 to the original agreement.
2. APPENDIX ‘A’: The attached Appendix ‘A’ shall be added to document in greater detail the annual changes, if any, to the road maintenance responsibilities of the parties.
3. OTHER PROVISIONS OF AGREEMENT UNCHANGED: Except as specifically amended above, 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 authorize representatives, have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this 14 day of May, 2026.


Executed by the City of Columbia this 4th day of May, 2026.

BOONE COUNTY, MISSOURI


By:


Kip Kendrick, Presiding Commissioner

ATTEST:


Brianna L. Lennon, County Clerk

Approved:


~~Bill Florea, Director of Resource Management~~
Jeff McCann, Chief Engineer

APPROVED AS TO FORM:


C.J. Dykhouse, County Counselor

Boone County Auditor Certification: I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)

 5-7-26
Kyle Rieman, County Auditor Date

CITY OF COLUMBIA, MISSOURI

By: E-SIGNED by De'Carlton Seewood
on 2026-05-05 14:38:10 GMT

De'Carlton Seewood, City Manager
May 05, 2026

SSL

ATTEST:

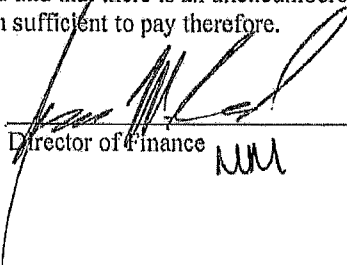
E-SIGNED by Sheela Amin
on 2026-05-05 23:43:59 GMT
Sheela Amin, City Clerk

APPROVED AS TO FORM:

E-SIGNED by Nancy Thompson
on 2026-04-30 19:01:45 GMT AK

Nancy Thompson, City Counselor

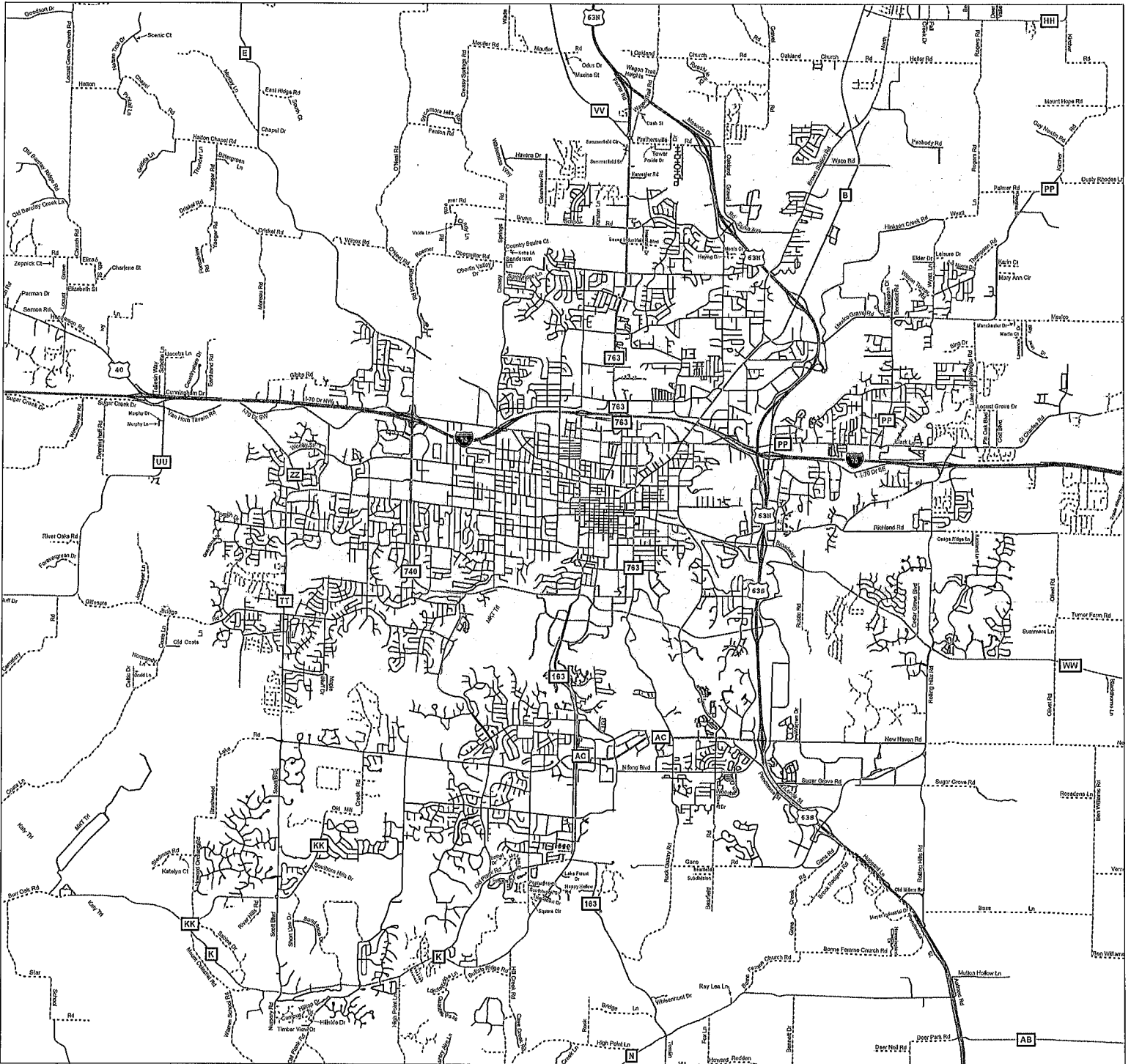
CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such an appropriation sufficient to pay therefore.



Director of Finance Date

EXHIBIT

- Attach map created **03/13/2026**, showing respective maintenance responsibilities.



Boone County & City of Columbia Road Maintenance Responsibility

- Maintenance Responsibility**
- Columbia
 - - - Boone County
 - Other

Revision Date:
03/13/2026

0 0.5 1 MI



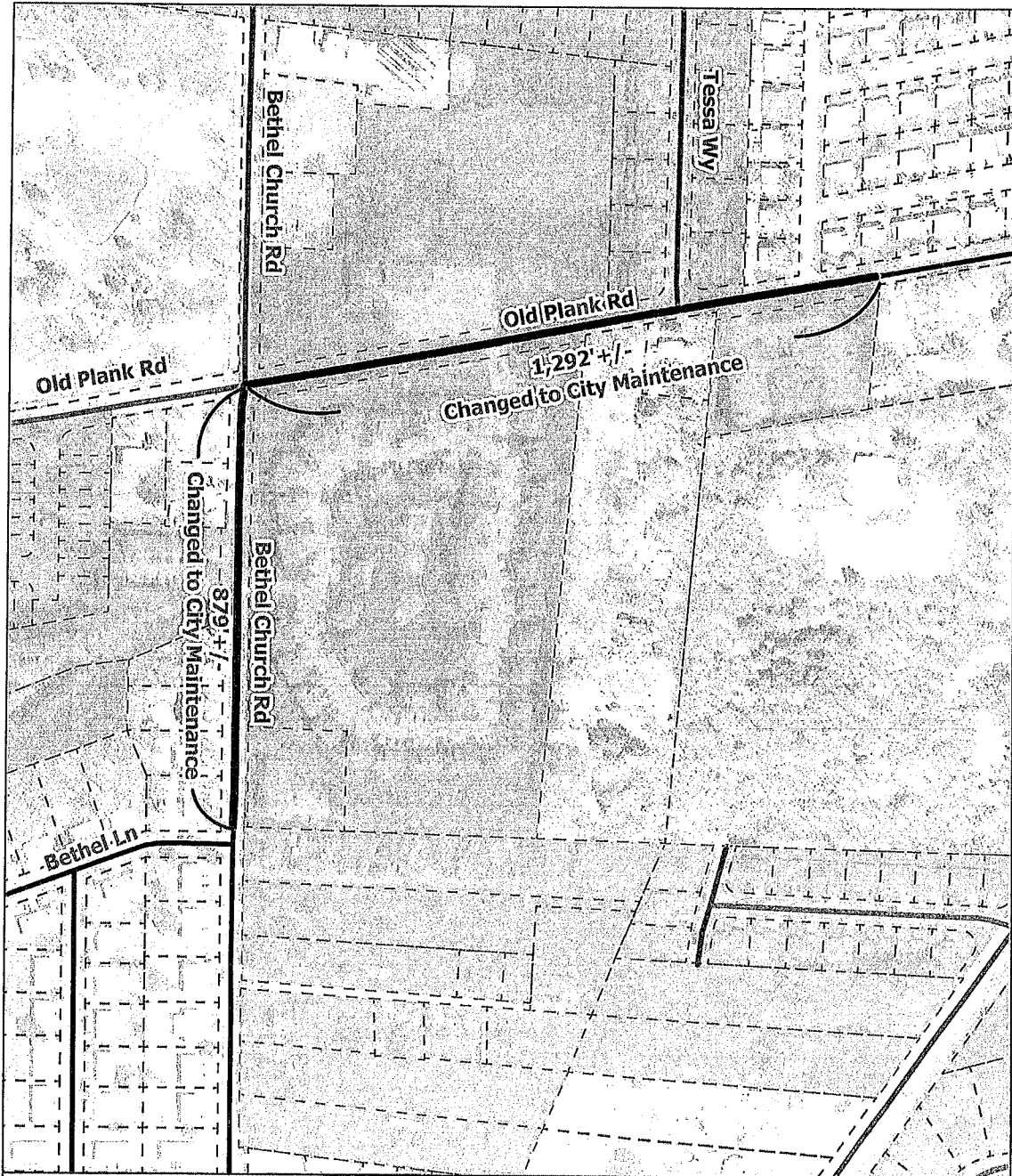
Boone County
Resource Management
BOONE COUNTY GOVERNMENT CENTER
ONE BOONE COUNTY CENTER
COLUMBIA, MISSOURI 65201
(314) 884-1000 FAX (314) 884-1001








Date Printed: 03/13/2026
GIS Analyst: J. L. Smith
www.boonecountymissouri.gov

APPENDIX 'A'

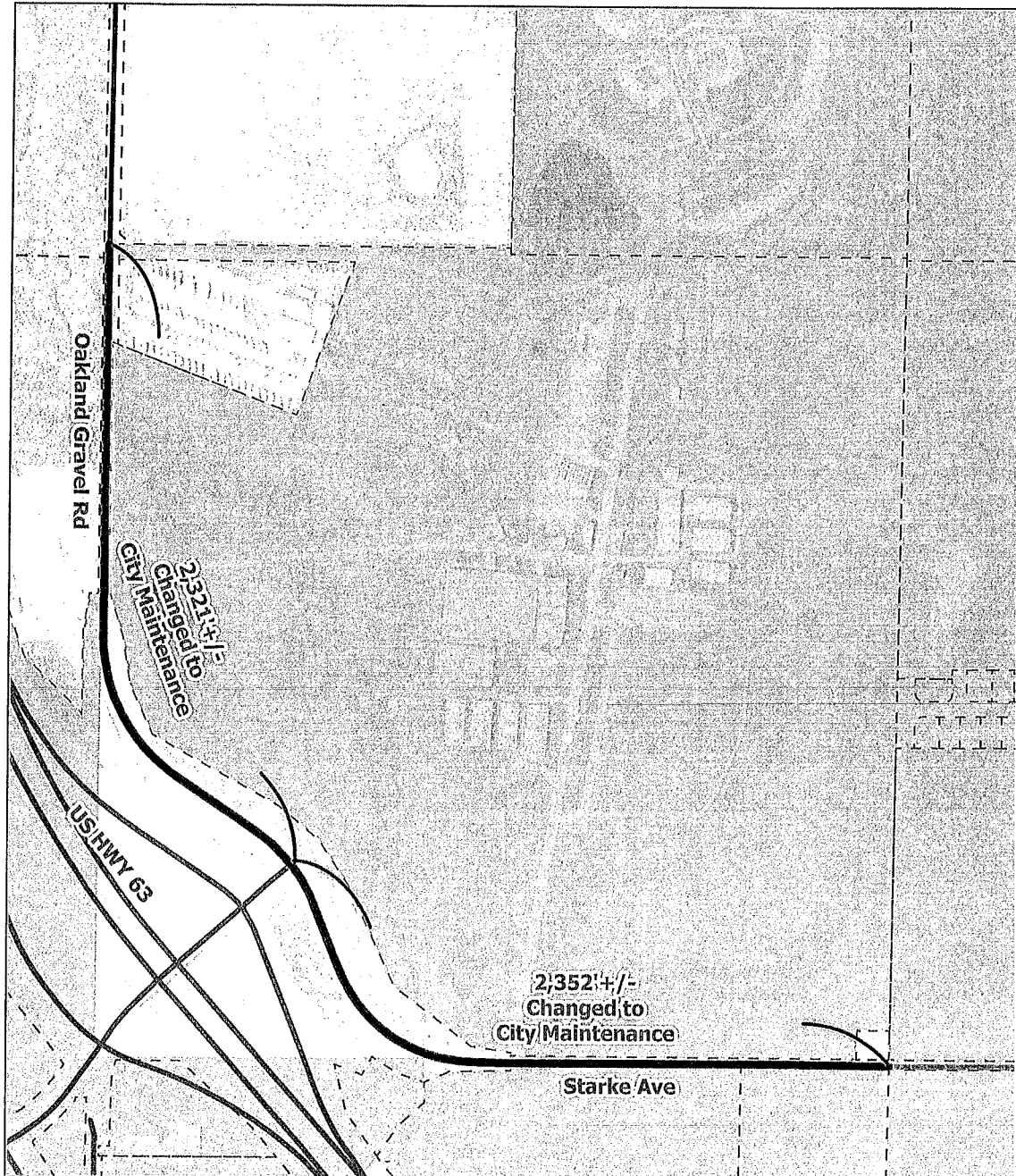
ROAD MAINTENANCE RESPONSIBILITY CHANGES					
Contract Amendment #	Map #	Road Name	Approx. Segment Length (ft.)	Transferred From	Transferred To
1	None	None	None	None	None
2	1	Old Plank Rd	1292	Boone County	City of Columbia
		Bethel Church Rd	879	Boone County	City of Columbia
	2	Oakland Gravel Rd	2321	Boone County	City of Columbia
		Starke Ave	2352	Boone County	City of Columbia
	3	Riviera Dr	248	Boone County	City of Columbia
	4	Richland Rd	4049	Boone County	City of Columbia
	5	Elk Park Dr	608	Boone County	City of Columbia
		Barn Hollow Dr	59	Boone County	City of Columbia
	6	St. Charles Rd	2059	Boone County	City of Columbia
	7	Warren Dr	2665	Boone County	City of Columbia



Boone County/City of Columbia
 Road Maintenance Agreement
 Amendment #2
 Appendix 'A', Map 1

-  Subject Roads
-  County Maintained Road
-  City Maintained Road
-  Other Roads
-  City Limits










Boone County/City of Columbia
 Road Maintenance Agreement
 Amendment #2
 Appendix 'A', Map 2

- Subject Roads
- County Maintained Road
- City Maintained Road
- Other Roads
- City Limits

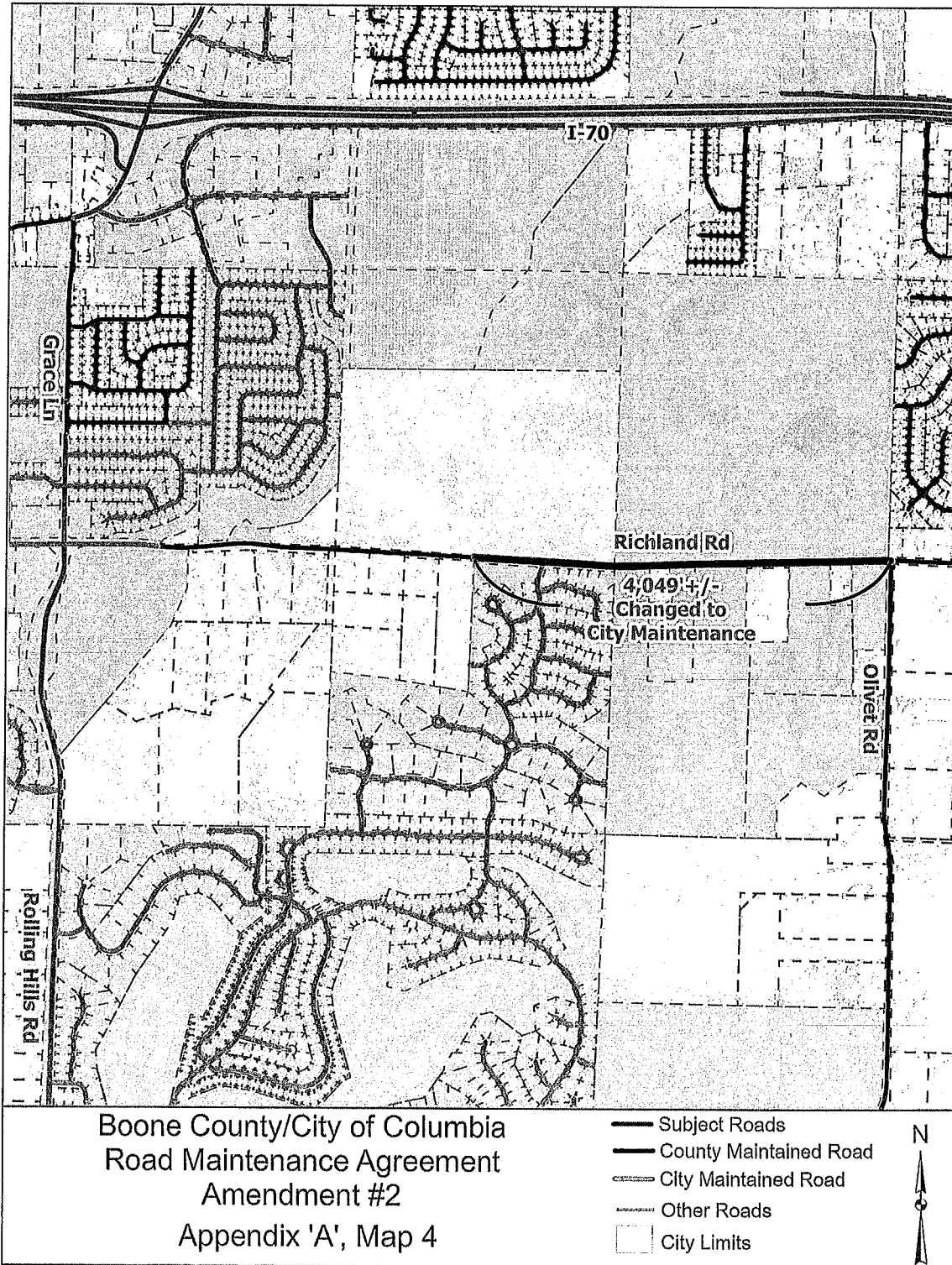


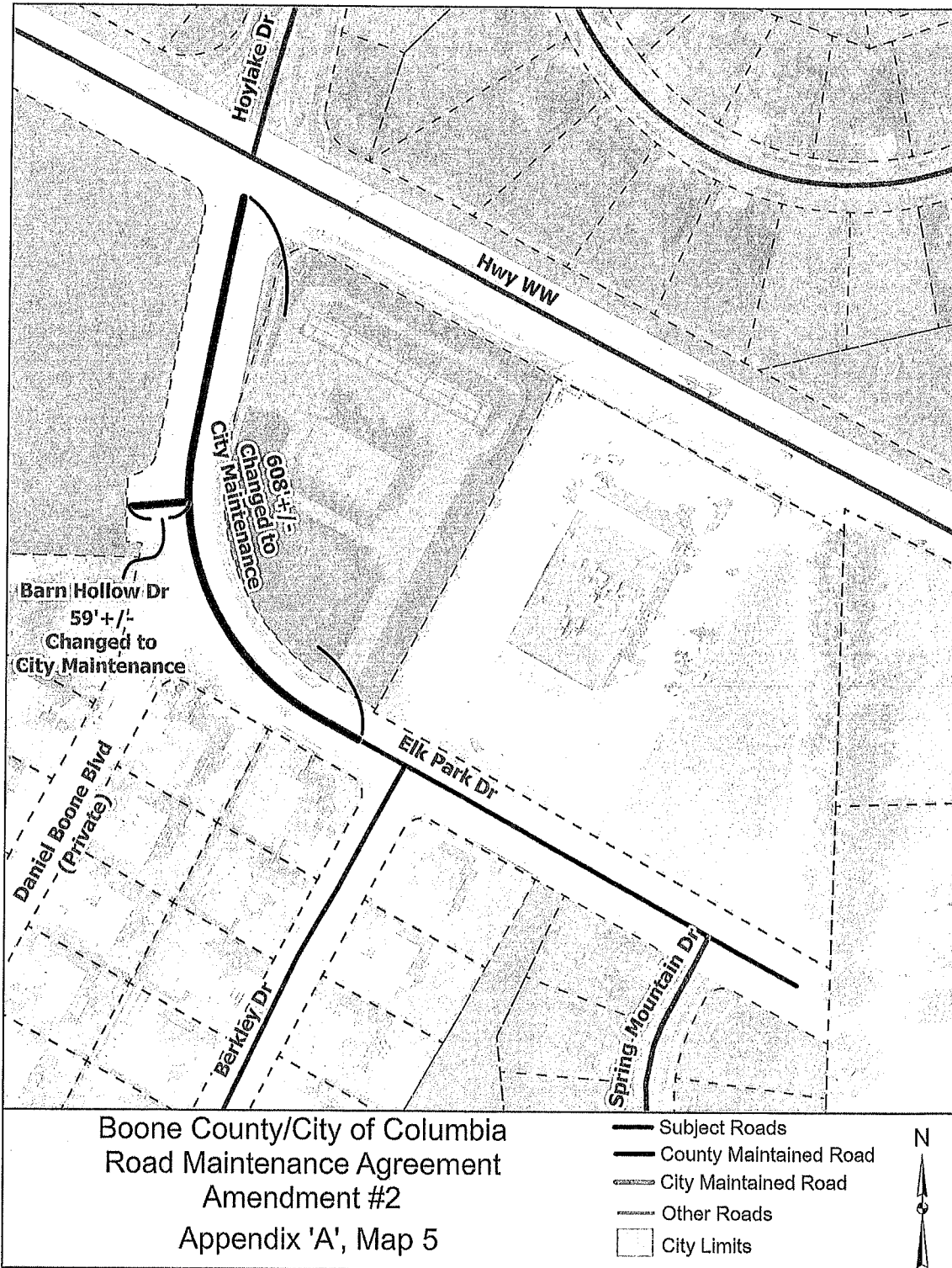


Boone County/City of Columbia
 Road Maintenance Agreement
 Amendment #2
 Appendix 'A', Map 3

-  Subject Roads
-  County Maintained Road
-  City Maintained Road
-  Other Roads
-  City Limits



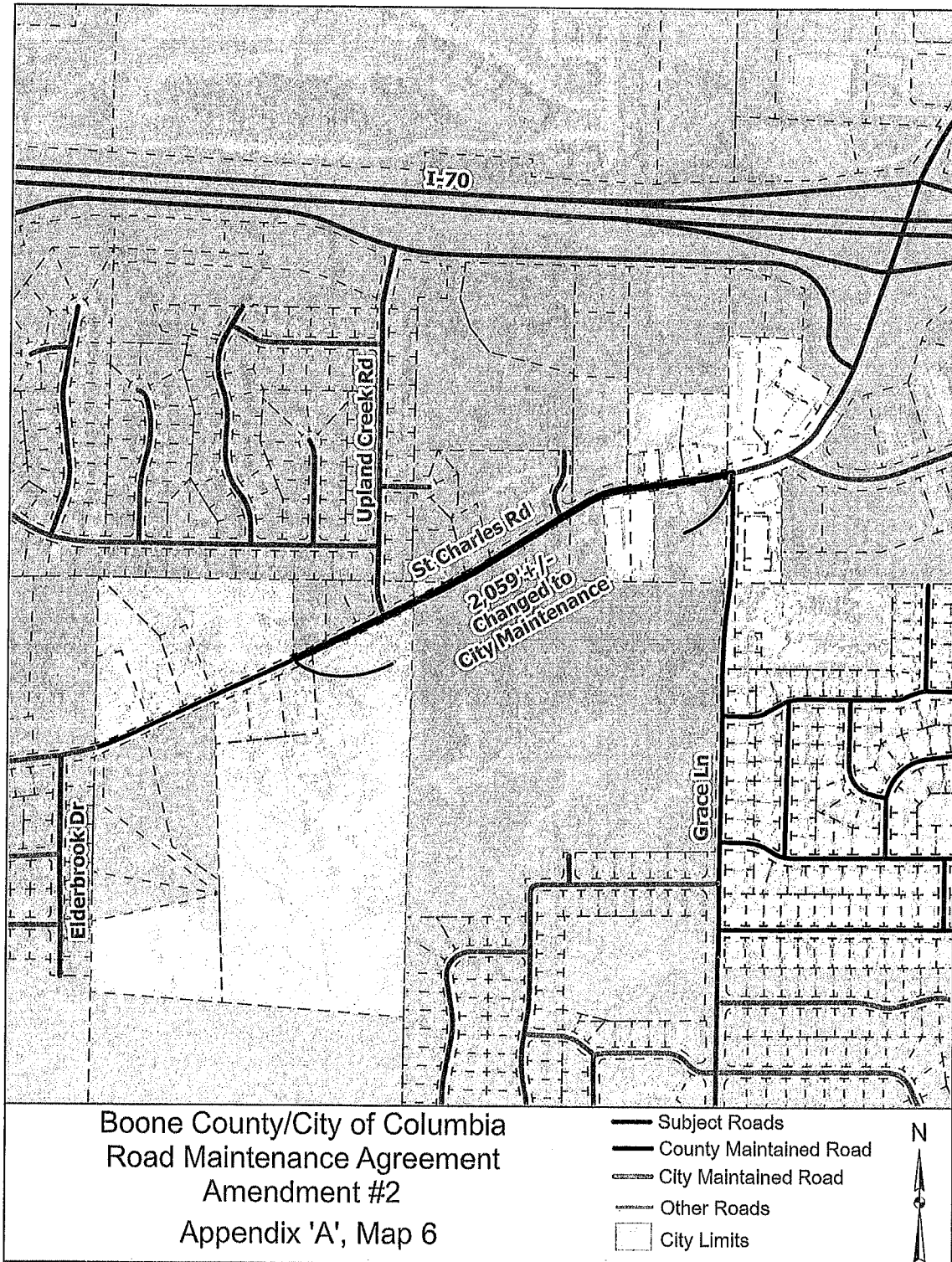


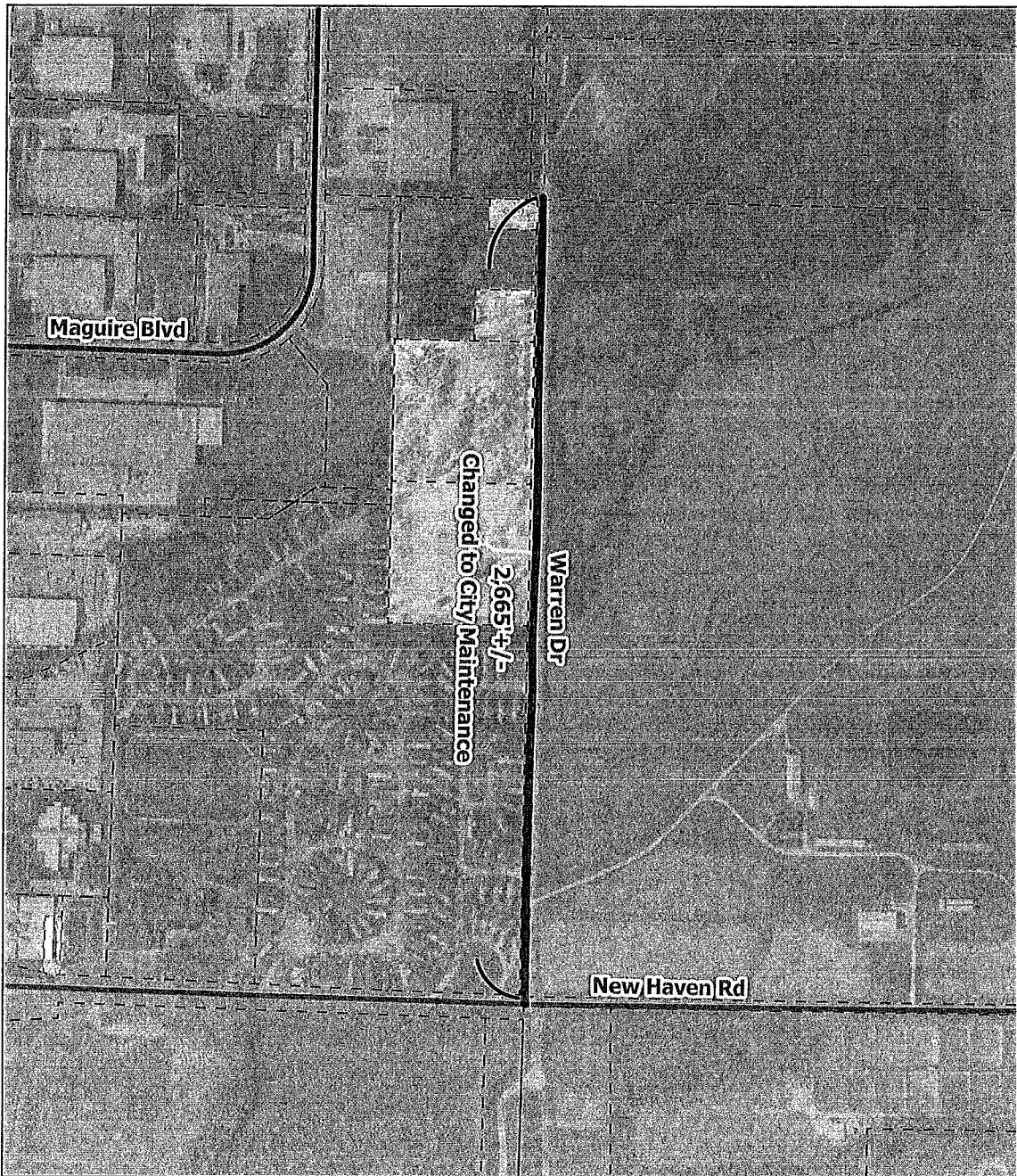


Boone County/City of Columbia
 Road Maintenance Agreement
 Amendment #2
 Appendix 'A', Map 5






- Subject Roads
- County Maintained Road
- - - City Maintained Road
- · · Other Roads
- City Limits







Boone County/City of Columbia
 Road Maintenance Agreement
 Amendment #2
 Appendix 'A', Map 7

-  Subject Roads
-  County Maintained Road
-  City Maintained Road
-  Other Roads
-  City Limits



IN WITNESS WHEREOF the parties, through their duly authorize representatives, have executed this agreement effective as of the date of the last party and execute the same.

Executed by Boone County this ____ day of _____, 2026.

Executed by the City of Columbia this 4th day of May, 2026.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

May Session of the January Adjourned

Term. 20 26

In the County Commission of said county, on the 14th 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 Amendment #1 to Contract C000438 (RP07-20) with Nelson Systems Inc. for the purchase of call recording hardware and software upgrades. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet Thompson
Janet Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

TO: Boone County Commission
FROM: Amy Gerskin
DATE: May 5, 2026
RE: Amendment #1: C000438 (RP07-20) – Record and Playback
Systems – Term & Supply with Nelson Systems

The Boone County Purchasing Department requests approval for amendment #1 to contract C000438 from HGAC cooperative contract RP07-20 with Nelson Systems, Inc. for Record and Playback Systems. Amendment #1 extends the current contract until 06/30/2027, per the HGAC extension, and adds upgrades to the county's current call recording system.

The total amount for the call recording upgrades and installation is \$99,912.00. Invoices will be paid by department 2708 – 911/EM IT Hardware & Software, account 91301 – Computer Hardware.

Attn: Bid Tab

cc: Boone County Joint Communications – Christie Davis
Boone County IT – Elizabeth Boos
Bid File

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Nelson Systems, Inc. - Public Services - ID: 14363

EXTENSION No. 3 to CONTRACT No. RP07-20

For

Record & Playback Systems

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Nelson Systems, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Record & Playback Systems, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 5/23/2025

Signed for: **Nelson Systems, Inc.**

DocuSigned by:

2B7FC65F8AF7428...

Printed Name:
Title:

Karen Clemons
Operations Manager
Date: 5/23/2025

04/28/26

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

Commission
Order #

165

VNDR #

Nelson Systems INC

VENDOR NAME

RP07-20

BID #

Ship to Dept #: 2708

Bill to Dept #: 2708

Dept	Account	Item Description	Qty	Unit Price	Amount
2708	91301	Eventide Call Recording	1	\$83,912.00	\$83,912.00
2708	91301	Eventide Call Recording Installation Services	1	\$16,000.00	\$16,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		Nelson Quote V7 05/20/25			\$0.00
		2026 Budget Item 801 - L3Harris Radio Project			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>99,912.00</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.


Approving Official


Prepared By

Auditor Approval



PO Box 21175
Springfield, IL 62708-1175
(800) 851-3348

Office use only

Account Manager	Customer Sales Contact	Date	7/25/25
31	Anna Foster	Phone #	WO #
Cust PO#	Customer Project Coordinator	Cust #	PO #
		Phone #	Zone#

V1 12/6/24 GMA UPDATE
V4 3/4/25 Added Teams Part and G
V5 3/14/25 Added Webex
V6 6/16/25 Added Recurring API Gov
V7 5/20/25 Moved all recurring charge

Prepared for: Boone County ECC
2145 E COUNTY DRIVE
COLUMBIA, MO 65202

Ship To:

System

Product No.	Description	Serial #	Unit Price	Qty	Total Price	GMA	Ext GMA	SUS	Base GMA
2145 Site Radio Room Recorder									
271062	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$4,200.00	1	\$4,200.00	\$671.92	\$671.92	\$126.00	\$613.49
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	1	\$1,920.00	\$281.09	\$281.09	\$57.60	\$256.65
EP Johnson, Harris, and Tait P25 Integration (Requires DVSI Decoder for playback)									
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Mandatory - Non-Discountable) HARRIS AND TAIT		\$3,500.00	1	\$3,500.00				
271116	Integration to Harris VIDA P25 SR10A/SR10A1 (or later) system via VNIC		\$16,400.00	1	\$16,400.00			\$492.00	
209270	P25 Encryption Support (Required when manual rekeying or OTAR with or without a KMF) HARRIS AND TAIT		\$2,190.00	1	\$2,190.00			\$65.70	
271117	OTAR Integration to Harris VIDA P25 KMF - Initial Harris KMF version		\$20,000.00	1	\$20,000.00			\$600.00	
324720-DX	DVSI 2-Port USB Decoder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	2	\$6,000.00	\$524.44	\$1,048.88	\$180.00	\$478.84
609 Site Recorder A									
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	2	\$3,840.00	\$281.09	\$562.19	\$115.20	\$256.65
EP Johnson, Harris, and Tait P25 Integration (Requires DVSI Decoder for playback)									
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Mandatory - Non-Discountable) HARRIS AND TAIT		\$3,500.00	1	\$3,500.00				
271116	Integration to Harris VIDA P25 SR10A/SR10A1 (or later) system via VNIC		\$16,400.00	1	\$16,400.00			\$492.00	
209270	P25 Encryption Support (Required when manual rekeying or OTAR with or without a KMF) HARRIS AND TAIT		\$2,190.00	1	\$2,190.00			\$65.70	
271117	OTAR Integration to Harris VIDA P25 KMF - Initial Harris KMF version		\$20,000.00	1	\$20,000.00			\$600.00	
324720-DX	DVSI 2-Port USB Decoder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	1	\$3,000.00	\$524.44	\$524.44	\$90.00	\$478.84

SYSTEM NOTES

845100105 2145 site
845100100 609 site
Mindshare will replace Avtec Scout recording
Harris is addon for 1 recorder at 2145 and 1 recorder at 609.

System Price (Total of Hardware and Software)					\$103,140.00
Services					
Services	Description	Rate	Qty	Total Price	
	Installation, training, and project management			\$16,000.00	
				\$0.00	
				\$0.00	
Services Price					\$16,000.00
Summary					
Solution Components					Price
System Price					\$103,140.00
Services Price					\$16,000.00
Maintenance Price 8-5 Service					\$0.00
Renewed Annual Licenses					\$0.00
Discount					-\$19,228.00
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS					
Freight and/or sales tax -- to be added if applicable.					\$0.00
Total Investment					\$99,912.00

\$183.60

Labor Est

\$19,228.00

Percent 0.00%
 Percent 20.00% \$7,000.00 Total Non Discountable

Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoice if applicable. Lease rates valid upon acceptance by leasing company. Down payment of 50% on any orders over \$5,000 is required. Final invoice to be sent upon delivery. Invoices are net 10 days - 1.5% per mo on past due balances.

Customer Acceptance _____ Date _____

From: Anna Foster <AFoster@boonemo.gov>
Sent: Tuesday, April 28, 2026 4:55 PM
To: Amy Gerskin <AGerskin@boonemo.gov>
Cc: Beth Boos <BBoos@boonemo.gov>; Julia Lutz <JLutz@boonemo.gov>; Victoria Walter <VWalter@boonemo.gov>
Subject: RE: 2026 Budget - Radio 800MHz P25 L3Harris Project

Amy,

Is this the budget info you need?

2708-91301

Computer Hardware Amount Budgeted for L3Harris Radio Project Call Recording: \$103,500.00
Computer Hardware Amount Budgeted for L3Harris Radio Project Call Recording Install: \$16,000.00

Thanks!
Anna

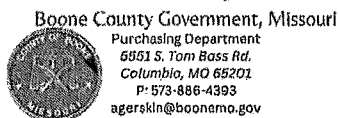
From: Amy Gerskin <AGerskin@boonemo.gov>
Sent: Tuesday, April 28, 2026 3:23 PM
To: Anna Foster <AFoster@boonemo.gov>
Cc: Beth Boos <BBoos@boonemo.gov>; Julia Lutz <JLutz@boonemo.gov>; Victoria Walter <VWalter@boonemo.gov>
Subject: Re: 2026 Budget - Radio 800MHz P25 L3Harris Project

Anna,

Yes, this will require an amendment. I can get working on that side of things. What is the budget information for this quote?

Thanks,

Amy Gerskin, MBA
• Senior Buyer • *She/Her*



Note: My email address has changed effective 11/21/25

From: Anna Foster <AFoster@boonemo.gov>
Sent: Tuesday, April 28, 2026 3:11 PM
To: Amy Gerskin <AGerskin@boonemo.gov>
Cc: Beth Boos <BBoos@boonemo.gov>; Julia Lutz <JLutz@boonemo.gov>; Victoria Walter <VWalter@boonemo.gov>
Subject: 2026 Budget - Radio 800MHz P25 L3Harris Project

Amy,

I'm working on getting the purchase rolling for upgrading our call recording system (Eventide) to be compatible with the P25 Radio upgrade. Will this require a contract amendment to RP07-20?

Thank you!

[MY ACCOUNT](#)

[HOME](#)

[SEARCH](#)

[MISC INFO](#)

[UCC FILING](#)

[Help](#)

Gen. Business - For Profit Details as of 5/5/2026

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)	NELSON SYSTEMS, INC.	Principal Office Address	636 N Bruns Ln Ste 3 Springfield, IL 62702-4607
Type	Gen. Business - For Profit	Charter No.	F00495480
Domesticity	Foreign	Home State	IL
Registered Agent	<u>C T CORPORATION SYSTEM</u> 5861 Telegraph Rd Ste 4B Saint Louis, MO 63129-4275	Status	Good Standing
Date Formed	5/1/2001		
Duration	Perpetual		
Report Due	7/31/2026		

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Contract Award Data Processing Delay [Show Details](#)
May 4, 2026



[See All Alerts](#)

Subcontracting Plan Reporting Contract Retrieval Issue [Show Details](#)
Apr 17, 2026



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words

e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

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

e.g. 123456789, Smith Corp

"Nelson Systems" ×

Classification

No results found

Excluded Individual

Excluded Entity

Entity Name

e.g. ABC Inc ▲

Nelson Systems ×

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

Commission Order: 248-2026

Date: 05/14/2026

**CONTRACT AMENDMENT NUMBER ONE
RECORD AND PLAYBACK SYSTEMS**

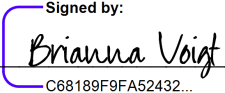
The Agreement **C000438 (RP07-20)**, dated the 7th day of January 2021, made by and between Boone County, Missouri and **Nelson Systems, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **EXTEND** this contract will be extended until June 30, 2027, in accordance with the HGAC extension as outlined in **Amendment 1 – Attachment 1**.
2. **ADD Amendment 1 – Attachment 2** for the purchase of call recording system software and hardware upgrades and installation.
3. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

NELSON SYSTEMS, INC.

BOONE COUNTY, MISSOURI

By 
Signed by:
C68189F9FA52432...

By: Boone County Commission

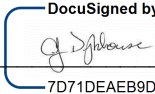
Title Contract Specialist


Signed by:
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:
7D71DEAEB9D74DD...

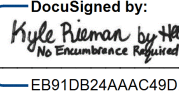
CJ Dykhouse, County Counselor


Signed by:
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:
No Encumbrance Required
EB91DB24AAAC49D...

5/6/2026

2708/91301 – \$99,912.00

Signature

Date

Appropriation Account

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Nelson Systems, Inc. - Public Services - ID: 14363

EXTENSION No. 3 to CONTRACT No. RP07-20

For

Record & Playback Systems

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Nelson Systems, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jun 30 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Record & Playback Systems, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

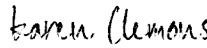
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D81423...

Chuck Wemple
Executive Director
Date: 5/23/2025

Signed for: **Nelson Systems, Inc.**

DocuSigned by:

2B7FC65F6AF7428...

Printed Name:
Title:

Karen Clemons
Operations Manager
Date: 5/23/2025

Office use only



PO Box 21175
Springfield, IL 62708-1175
(800) 851-3348

Account Manager	Customer Sales Contact	Date	7/25/25
31	Anna Foster	Phone #	WO #
Cust PO#	Customer Project Coordinator	Cust #	PO #
		Phone #	Zone#

V1 12/6/24 GMA UPDATE
V4 3/4/25 Added Teams Part and GI
V5 3/14/25 Added Webex
V6 5/16/25 Added Recurring API Gov
V7 5/20/25 Moved all recurring charge

Prepared for:	Boone County ECC 2145 E COUNTY DRIVE COLUMBIA, MO 65202	Ship To:	
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System

Hardware/Software

Product No.	Description	Serial #	Unit Price	Qty	Total Price	GMA	Ext GMA	SUS	Base GMA
2145 Site Radio Room Recorder									
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$4,200.00	1	\$4,200.00	\$671.92	\$671.92	\$126.00	\$613.49
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	1	\$1,920.00	\$281.09	\$281.09	\$57.60	\$256.65
EF Johnson, Harris, and Tait P25 Intregation (Requires DVSI Decoder for playback)									
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Mandatory - Non-Discountable) HARRIS AND TAIT		\$3,500.00	1	\$3,500.00				
271116	Integration to Harris VIDA P25 SR10A/SR10A1 (or later) system via VNIC		\$16,400.00	1	\$16,400.00			\$492.00	
209270	P25 Encryption Support (Required when manual rekeying or OTAR with or without a KMF) HARRIS AND TAIT		\$2,190.00	1	\$2,190.00			\$65.70	
271117	OTAR Integration to Harris VIDA P25 KMF - Initial Harris KMF version		\$20,000.00	1	\$20,000.00			\$600.00	
324720-DX	DVSI 2-Port USB Decoder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	2	\$6,000.00	\$524.44	\$1,048.89	\$180.00	\$478.84
609 Site Recorder A									
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	2	\$3,840.00	\$281.09	\$562.19	\$115.20	\$256.65
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SYSTEM NOTES

845100105 2145 site
845100100 609 site
Mindshare will replace Avtec Scout recording
Harris is addon for 1 recorder at 2145 and 1 recorder at 609.

\$103,140.00

\$183.60

Services				
Services	Description	Rate	Qty	Total Price
	Installation, training, and project management			\$16,000.00
				\$0.00
				\$0.00

Labor Est

Services Price **\$16,000.00**

\$19,228.00

Summary		Price
Solution Components		
System Price		\$103,140.00
Services Price		\$16,000.00
Maintenance Price	8-5 Service	\$0.00
Renewed Annual Licenses		\$0.00
Discount		-\$19,228.00
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS		
Freight and/or sales tax -- to be added if applicable.		\$0.00
Total Investment		\$99,912.00

Percent 0.00%
 Percent 20.00% \$7,000.00 Total Non Discountable

Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoiced amount as applicable. Lease rates valid upon acceptance by leasing company. Down payment of 50% on any orders over \$5,000 is required. Final invoice to be sent upon delivery. Invoices are net 10 days - 1.5% per mo on past due balances.

Customer Acceptance _____

Date _____

Commission Order: 248-2026

Date: 05/14/2026

**CONTRACT AMENDMENT NUMBER ONE
RECORD AND PLAYBACK SYSTEMS**

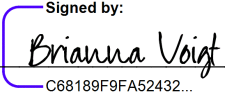
The Agreement **C000438 (RP07-20)**, dated the 7th day of January 2021, made by and between Boone County, Missouri and **Nelson Systems, Inc.** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **EXTEND** this contract will be extended until June 30, 2027, in accordance with the HGAC extension as outlined in **Amendment 1 – Attachment 1**.
2. **ADD Amendment 1 – Attachment 2** for the purchase of call recording system software and hardware upgrades and installation.
3. Except as specifically amended hereunder, all other terms, conditions, and provisions of the original agreement shall remain in full force and effect.

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

NELSON SYSTEMS, INC.

BOONE COUNTY, MISSOURI

By 
Signed by:
C68189F9FA52432...

By: Boone County Commission

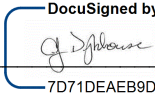
Title Contract Specialist


Signed by:
2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:
7D71DEAEB9D74DD...

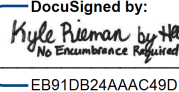
CJ Dykhouse, County Counselor


Signed by:
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:
No Encumbrance Required
EB91DB24AAAC49D...

5/6/2026

2708/91301 – \$99,912.00

Signature

Date

Appropriation Account

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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
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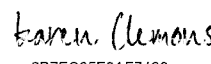
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Customer Acceptance _____

Date _____

Certificate Of Completion

Envelope Id: 2AB9B8FF-5B80-8020-8150-3AA71F896E7D

Status: Completed

Subject: Contract Amendment for Signature for Boone County: Amendment #1 to C000438 (RP07-20) - Recrd&Playbck

Source Envelope:

Document Pages: 4

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amy Gerskin

AutoNav: Enabled

5551 S. Tom Bass Road

Envelopeld Stamping: Enabled

Columbia, MO 65201

Time Zone: (UTC-06:00) Central Time (US & Canada)

agerskin@boonemo.gov

IP Address: 66.112.45.23

Record Tracking

Status: Original

Holder: Amy Gerskin

Location: DocuSign

5/5/2026 3:08:40 PM

agerskin@boonemo.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

CJ Dykhouse

DocuSigned by:

7D71DEAEB9D74DD...

Sent: 5/5/2026 3:11:25 PM

CDykhouse@boonemo.gov

Viewed: 5/5/2026 3:23:13 PM

Director

Signed: 5/5/2026 3:23:31 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 66.112.45.20

Electronic Record and Signature Disclosure:

Accepted: 6/14/2019 7:46:13 AM

ID: 9bf4e448-d61f-4b6e-96ad-09dfd76f5091

Heather M Acton

DocuSigned by:

EB91DB24AAAC49D...

Sent: 5/5/2026 3:23:32 PM

HActon@boonemo.gov

Viewed: 5/6/2026 4:40:42 PM

County of Boone

Signed: 5/6/2026 4:59:06 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 66.112.45.20

Electronic Record and Signature Disclosure:

Accepted: 2/20/2019 1:38:56 PM

ID: e9e50b08-cd2b-4ab1-9218-dd597f80e91d

Brianna Voigt

Signed by:

C68189F9FA52432...

Sent: 5/6/2026 4:59:07 PM

bvoigt@nelsonsystems.com

Viewed: 5/7/2026 8:22:12 AM

Contract Specialist

Signed: 5/7/2026 8:22:51 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 75.150.230.222

Electronic Record and Signature Disclosure:

Accepted: 5/7/2026 8:22:12 AM

ID: 84e3dc00-0dec-486d-a898-34f90d0eb95c

Kip Kendrick

Signed by:

2B83ECDD7F6E4A6...

Sent: 5/14/2026 2:36:36 PM

KKendrick@boonemo.gov

Viewed: 5/14/2026 2:40:02 PM

Security Level: Email, Account Authentication
(None)

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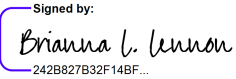
Signature Adoption: Pre-selected Style

Using IP Address: 66.112.45.20

Electronic Record and Signature Disclosure:

Accepted: 5/14/2026 2:40:02 PM

ID: 1888f6de-bb5a-4d51-997b-a252ac0a9169

Signer Events	Signature	Timestamp
Brianna L. Lennon RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	Signed by:  242B827B32F14BF... Signature Adoption: Pre-selected Style Using IP Address: 66.112.45.20	Sent: 5/14/2026 2:40:08 PM Viewed: 5/14/2026 2:49:22 PM Signed: 5/14/2026 2:49:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 66.112.45.20	Sent: 5/7/2026 8:22:53 AM Viewed: 5/7/2026 9:19:56 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 66.112.45.20	Sent: 5/7/2026 9:19:58 AM Viewed: 5/14/2026 2:36:35 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Auditor addocusign@boonemo.gov Boone County Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 5/5/2026 3:11:26 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/28/2019 11:16:09 AM
ID: 47b828f1-3e00-4922-acd6-ee779603b27e

Janet Thompson JThompson@boonemo.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 5/7/2026 9:19:57 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2026 3:11:26 PM
Envelope Updated	Security Checked	5/5/2026 3:17:05 PM
Envelope Updated	Security Checked	5/5/2026 3:17:05 PM
Envelope Updated	Security Checked	5/5/2026 3:17:05 PM
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Envelope Updated	Security Checked	5/5/2026 3:17:05 PM
Certified Delivered	Security Checked	5/14/2026 2:49:22 PM
Signing Complete	Security Checked	5/14/2026 2:49:39 PM
Completed	Security Checked	5/14/2026 2:49:39 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Boone County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Boone County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: helpdesk@boonecountymo.org

To advise Boone County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at helpdesk@boonecountymo.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Boone County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Boone County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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- Until or unless you notify Boone County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Boone County during the course of your relationship with Boone County.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20 26

County of Boone

14th

day of May

20 26

In the County Commission of said county, on the

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 C001139 (MC250182006) - Ford F250 for the Boone County Facility Management Department. The contract is set out in the attached and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Purchasing

Brijanna Purdy
Buyer



5551 S. Tom Bass Rd.
Room 206
Columbia, MO 65201
Phone: (573) 886-4394
bpurdy@boonemo.gov

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
DATE: May 6, 2026
RE: **Cooperative Contract Award** – C001139 from MC250182006 –
New Motor Vehicles QVL – for a New 2026 Ford F250 through
Gary Crossley Ford, LLC

The Boone County Purchasing Department requests permission to utilize the State of Missouri QVL #MC250182009 – New Motor Vehicles with Gary Crossley Ford, LLC to purchase one (1) new 2026 Ford F250 with Knapheide Service Body, and Lift Gate equipment package for the Boone County Facility Management Department. Quotes were solicited from each of the 15 dealerships listed on the QVL's Medium Duty Vehicles category list. Four responses were received. The Boone County Facility Management Department recommends an award to Gary Crossley Ford, LLC for providing the lowest and best quote.

The Boone County contract number is C001139. Total cost of this purchase is \$63,080.82.

This purchase will be paid by department 6100 – FM Building maintenance & account 91400 – Auto/Trucks with a budget of \$70,000.00.

cc: Jody Moore – Facility Management Department
Robert Sapp – Road and Bridge Department
Contract File



05/06/26

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

16941

VNDR #

Gary Crossley Ford, LLC

VENDOR NAME

MC250182006

BID #

Ship to Dept #: *2042*

Bill to Dept #: 6100

Dept	Account	Item Description	Qty	Unit Price	Amount
6100	91400	2026 Ford F250 with Knapheide Service and Body	1	\$60,130.82	\$60,130.82
6100	91400	Lift Gate Addition	1	\$2,950.00	\$2,950.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

GRAND TOTAL: 63,080.82

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

John Moore
 Approving Official

[Signature]
 Prepared By

Auditor Approval

ATTACHMENT REVISED PER AMENDMENT 01
--

ATTACHMENT 1**Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: Boone County

State Agency's Address: 613 E. Ash St.

Point of Contact at State Agency: Brijanna Purdy

State Agency Point of Contact's Phone Number: 573-886-4394

State Agency Point of Contact's Email Address: bpurdy@boonemo.gov

Return Price Quote Request Form to the Following Email Address: bpurdy@boonemo.gov

Price Quote Request Form Issue Date: 04/28/2026

Price Quote Request Form Return No Later Than Date: 05/01/2026

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the lot

Brand: Ford, Chevy, Ram, or Equivalent

Model: F-250 Super Duty, Chevy Silverado 2500HD, Ram 2500, or equivalent

Year: 2026-2024

List of Requested Options/Features from the Manufacturer: See attached Quote Form

List of Requested Options/Features from a Third Party (aftermarket): Please send in your optional features

List of Required Options/Features from the Manufacturer: New or Used

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: One (1)

Delivery Location (if applicable): Columbia, MO

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: Off Lot

Brand: Ford

Model: F250

Vehicle Identification Number (VIN): 1FDBF2BA7TED05717 SUBJECT TO PRIOR SALE

Year: 2026

List of Requested Options/Features from the Manufacturer Proposed: As requested
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: As requested
 List of Required Options/Features from the Manufacturer Proposed: As requested
 List of Required Options/Features from a Third Party (aftermarket) Proposed: As requested
 Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE: Please include the build sheet or copy of the window sticker

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01	
Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>44,751.72</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>15,379.10</u>
DELETED	DELETED
Total Price	\$ <u>60,130.82</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 10 calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: Gary Crossley Ford

QVL Contractor's Address: 8050 N Church Rd Kansas City, MO 64158

QVL Contractor's Point of Contact: Phil Englander

QVL Contractor's Point of Contact's Phone Number: 816-883-2208

QVL Contractor's Point of Contact's Email Address: phil@garycrossleyford.com

Signature of QVL Contractor's Point of Contact: Phil Englander

VEHICLE DESCRIPTION
2026 FORD SUPER DUTY
 2026 FORD SUPER DUTY REG CAB
 3.3 ELECTRONIC-LOCKING AXLE
 6.8L DIESEL V8 350 HP ENGINE
 10-SPEED AUTO TOROSHIFT-G

TE D05717
 EXTERIOR: OXFORD WHITE
 INTERIOR: MEDIUM DARK SLATE VINYL

California Air Resources Board
Environmental Performance
 These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
<ul style="list-style-type: none"> DOOR HANDLES - BLACK HEADLAMPS - AUTOLAMP CONTOUR BOX TIE DOWN HOOKS POWER TAIL GATE LOCK TOW HOOKS TOW HOOKS TRAILER SWAY CONTROL TRAILER TOW MIRRORS WIPERS - INTERMITTENT 	<ul style="list-style-type: none"> TOUCH DOWN DRIPASS WINDOW 4.2" CLUSTER DISPLAY RF CARD, MANUAL FRONT DRIVER SEAT MANUAL LUMBAR OUTSIDE TEMP DISPLAY PARTICULATE AIR FILTER POWER LOCKS AND WINDOWS STEERING/TILT TELESCOPE, CRUISE & AUDIO CONTROLS 	<ul style="list-style-type: none"> 4-WHEEL ANTILOCK BRAKE SYS 5G MODERN POWER STEERING ASSIST HANDL LOCKING HUBS MONO BEAM COIL SPRING FRNT SUSPENSION W/STAB BAR REAR VIEW CAMERA REMOTE KEYLESS ENTRY SYNC04 W/8" SCREEN 	<ul style="list-style-type: none"> ADVANCEDTRAC™ WITH RSC0 AIRBAGS - SAFETY CANOPY® PERIPHERAL VIEWS AIR BAGS SECURE PKG 1 YR INCL UED SECURE LOCK® ANTI-THEFT SYS™ SOS POST-CRASH ALERT SYS™ TIRE PRESSURE MONIT SYS

WARRANTY
 • 3YR/50,000 BUMPER / BUMPER
 • 5YR/100,000 POWERTRAIN
 • 5YR/100,000 ROADSIDE ASSIST
 • 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER	(MSRP)
PREFERRED EQUIPMENT PKG.600A	548,456.00
10-SPEED AUTO TOROSHIFT-G	1,205.00
3.3 ELECTRONIC-LOCKING AXLE	49,870.00
PICKUP BOX DELETE	2,995.00
REAR VIEW CAMERA & PREP KIT	
FRONT LICENSE PLATE BRACKET	
50 CF GEL BATTERY	
PRO POWER ONECARD - 400W	
UPFITTER SWITCHES	
250 AMP ALTERNATOR	
CONN PKG: 1 YR INCL W/FORD APP	
XL CHROME PACKAGE	
FOG LAMPS	
CNG/PROPANE GASEOUS ENG PREP	

PRICE INFORMATION

MSRP	548,456.00
DEPRECIATION	1,205.00
TOTAL OPTIONS/OTHER	49,870.00
TOTAL VEHICLE & OPTIONS/OTHER	2,995.00
DESTINATION & DELIVERY	

RAMPS ONE	RAMPS TWO	ITEM #
CA6P		53-D1P OPT 5C
	CONVOY	

TOTAL MSRP \$52,265.00
 Scan the QR Code to get more details about this vehicle

SPECIAL ORDER
 AT14 R 6B2AJ 630 00932 11 10 25

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Certain License and Title Fees, State and Local taxes are not included. Dealer-installed options or accessories are not included unless listed above.

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The FordPass™ Connect modern is active and sending vehicle data (e.g., diagnostics) to Ford.™ See in-vehicle settings for connectivity options.

*Based on 1977-2024 CY total sales.
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 Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

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 Get Prequalified now at www.ford.com/finance

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<p>Boone County Facilities Management Quote Request - 2026-2024 Used or New Truck</p>	
<p>Full Price with Knapheide Service Body and Delivery</p>	<p>\$60,130.82</p>
<p>Acceptable Models: New or Used (2024, 2025, or 2026) Regular Cab Service Truck with Knapheide (or Equal) Steel Service Body - Chevrolet Silverado 2500HD, Ford F-250 Super Duty, Dodge Ram 2500, or Equal</p>	
<p>Manufacture Standard Warranty Shall Be Provided - state warranty coverage terms in space to the right (e.g., powertrain, engine, etc.):</p>	<p>3/36 Bumper to Bumper and 5 year 100,000 Mile Powertrain</p>
<p>Delivery Time - When Will Truck Be Available for Delivery?</p>	<p>In stock- 5 to 10 days</p>
<p>Delivery to Boone County - Columbia, Missouri - Total Firm Price (Quote if there is a Delivery Charge)</p>	<p>\$60,130.82</p>
<p align="center"><u>Specifications - Preferred Features</u></p>	
<p>Body Type: Standard for 2024, 2025, or 2026 Chevrolet Silverado 2500 HD or equal</p>	<p align="center">✓</p>
<p>4X4</p>	<p align="center">✓</p>
<p>Regular Cab</p>	<p align="center">✓</p>
<p>All Manufacturer Standard Equipment and Features Included</p>	<p align="center">✓</p>
<p>6.6L Engine, V8 (L8T), Gas (Direct Injection & Variable Valve Timing)</p>	<p>6.8L GAS</p>

Minimum 401 Horsepower @ 5,200 rpm	405 HP
Minimum 464#/ft torque @ 4,000 rpm	445 FT #S
Brakes: 4 Wheel ABS	✓
Standard GVWR (e.g., 10,000 #s)	9,900 LB GVWR
10-Speed Automatic Transmission (Allison)	10 SPEED TORQUESHIFT
Manufacturer Standard Equipped Air Bags	✓
Remote keyless entry with 2 Transmitters	✓
Tool Cabinet	PART OF SERVICE BODY
Lift Gate (optional pricing)	\$2,950.00
Power Door Locks	✓
Back-up Camera with Back-Up Alarm	✓
Interior	
HVAC System - Manufacturer Standard	✓
40/40/40 Split Front Bench Seat	40/20/40
Rubberized Vinyl Floor Covering	✓
Color: Dark Colors Preferred	MED DARK LSATE VINYL
Exterior	
Color: White - Required	✓
Standard Lighting Package	✓
Service Body - Knapheide or Equal	
Body Type: Service Truck	✓

Body Line: Steel Service Body	✓
Body Model: Knapheide 696 or Equal	✓
Body Material: Minimum 14 gauge Steel	✓
Body Shell Material: Rugged two-sided A-40 galvaneal steel complete with undercoating	✓
Body Height: Minimum 40"	✓
Body Length: Minimum 96"	✓
Body Width: Minimum 78"	✓
Body Inside Width: Minimum 49"	✓
Body Color: White	✓
Bumper Material: Galva-Grip or Equal	✓
Bumper Width: Minimum 78"	✓
Compartment: Minimum two (2) adjustable divider shelves and dividers in street and curb-side front	✓
Adjustable Security Ring Strikers - weather tight seal	✓
Interior Latch Cover	✓
Slam-Lock Tailgate	✓
Minimum Manufacturer standard lighting equipped	✓
Ladder Rack - utility bed	✓
Describe other features and any special terms: Attach specifications sheet for vehicle and provide pictures	
Include Owners Manual with Delivery of the Truck	ONLINE AND IN INFOTAINMENT SYSTEM
Details about Titling the Truck and Delivery will be communicated upon award.	

2 Sets of Keys

Note: The County will be using weighted criteria in the evaluation of quotes for the truck. The evaluation will use both objective analysis and subjective judgment in conducting a comparative assessment of the offer. Evaluation categories include an assessment of cost, the offeror's experience, expertise and reliability, contractor support and specifications match.

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General Information

Filings

Principal Office Address

Name(s) **GARY CROSSLEY FORD, LLC**

Principal Office Address

**1100 Main Street, Suite 2121
Kansas City, MO 64105**

Type **Limited Liability Company**

Charter No. **LC014424005**

Domesticity **Domestic**

Home State

Registered Agent **ENSZ & JESTER, P.C.
1100 MAIN ST
SUITE 2121
Kansas City, MO 64105**

Status **Active**

Date Formed **10/29/1959**

Duration **Perpetual**

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May 4, 2026



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Apr 17, 2026



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**PURCHASE AGREEMENT
FOR
NEW MOTOR VEHICLES QVL
2026 FORD F250
FOR BOONE COUNTY FACILITY MANAGEMENT DEPARTMENT**

THIS AGREEMENT, C001139, dated the 14 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 **Gary Crossley Ford, LLC** herein “Vendor.”

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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **Gary Crossley Ford, LLC** to furnish and deliver **one (1) New 2026 Ford F250 with Knapheide service body and lift gate** compliant with all bid specifications and any addendum issued for the State of Missouri OA contract **MC250182006**, 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 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 with Boone County Standard Terms & Conditions and the State of Missouri OA contract **MC250182006** shall prevail and control over the vendor’s bid response.
2. **Purchase** – The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **one (1) New 2026 Ford F250 with Knapheide service body and lift gate**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by the County.

Line Item	Description	Quantity	Unit Price
1.	2026 Ford F250	1	\$44,751.72
2.	Knapheide Service Body	1	\$15,379.10
3.	Lift Gate	1	\$2,950.00
Total:			\$63,080.82

3. **Delivery/Owner’s Manual** – Vendor agrees to deliver the vehicle under the terms as set forth in the contract and coordinate with the County Road & Bridge Department. Delivery shall be to the Boone County Road & Bridge Department, Attn: Greg Edington or Robert Sapp, 5551 Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Robert Sapp at 573-228-1146 to schedule the actual delivery date. The Owner’s Manual for the vehicle shall accompany the vehicle upon delivery.
4. **Warranty** – The standard manufacturer’s warranty, as quoted, shall apply to this purchase.
5. **Title** – Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title the vehicle in the name of **Boone County**. Each title shall be sent to this address: 5551 S. Tom Bass Road, Room 201, Columbia, MO 65201.

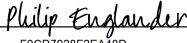
- 6. **Billing and Payment** – All billing shall be invoiced to Boone County Facility Management Department at 613 E. Ash St., Columbia, MO 65201. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 7. **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.
- 8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

GARY CROSSLEY FORD, LLC

BOONE COUNTY, MISSOURI

by: Boone County Commission

by Signed by:


F0CD7928F2EA48D...

Signed by:


2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

title Fleet Manager _____

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:


7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

Signed by:


242B827B32F14BF...

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Riemer
by *J*
8C24BD84EE7A483...

5/7/2026

6100/91400 - \$63,080.82

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 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

ATTACHMENT REVISED PER AMENDMENT 01**ATTACHMENT 1****Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: Boone County

State Agency's Address: 613 E. Ash St.

Point of Contact at State Agency: Brijanna Purdy

State Agency Point of Contact's Phone Number: 573-886-4394

State Agency Point of Contact's Email Address: bpurdy@boonemo.gov

Return Price Quote Request Form to the Following Email Address: bpurdy@boonemo.gov

Price Quote Request Form Issue Date: 04/28/2026

Price Quote Request Form Return No Later Than Date: 05/01/2026

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the lot

Brand: Ford, Chevy, Ram, or Equivalent

Model: F-250 Super Duty, Chevy Silverado 2500HD, Ram 2500, or equivalent

Year: 2026-2024

List of Requested Options/Features from the Manufacturer: See attached Quote Form

List of Requested Options/Features from a Third Party (aftermarket): Please send in your optional features

List of Required Options/Features from the Manufacturer: New or Used

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: One (1)

Delivery Location (if applicable): Columbia, MO

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: Off Lot

Brand: Ford

Model: F250

Vehicle Identification Number (VIN): 1FDBF2BA7TED05717 SUBJECT TO PRIOR SALE

Year: 2026

List of Requested Options/Features from the Manufacturer Proposed: As requested
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: As requested
 List of Required Options/Features from the Manufacturer Proposed: As requested
 List of Required Options/Features from a Third Party (aftermarket) Proposed: As requested
 Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE: Please include the build sheet or copy of the window sticker

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01	
Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>44,751.72</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>15,379.10</u>
DELETED	DELETED
Total Price	\$ <u>60,130.82</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 10 calendar days ARO.

QVL CONTRACTOR'S INFORMATION
QVL Contractor's Name: <u>Gary Crossley Ford</u>
QVL Contractor's Address: <u>8050 N Church Rd Kansas City, MO 64158</u>
QVL Contractor's Point of Contact: <u>Phil Englander</u>
QVL Contractor's Point of Contact's Phone Number: <u>816-883-2208</u>
QVL Contractor's Point of Contact's Email Address: <u>phil@garycrossleyford.com</u>
Signature of QVL Contractor's Point of Contact: <u><i>Phil Englander</i></u>

<p>Boone County Facilities Management Quote Request - 2026-2024 Used or New Truck</p>	
<p>Full Price with Knapheide Service Body and Delivery</p>	<p>\$60,130.82</p>
<p>Acceptable Models: New or Used (2024, 2025, or 2026) Regular Cab Service Truck with Knapheide (or Equal) Steel Service Body - Chevrolet Silverado 2500HD, Ford F-250 Super Duty, Dodge Ram 2500, or Equal</p>	
<p>Manufacture Standard Warranty Shall Be Provided - state warranty coverage terms in space to the right (e.g., powertrain, engine, etc.):</p>	<p>3/36 Bumper to Bumper and 5 year 100,000 Mile Powertrain</p>
<p>Delivery Time - When Will Truck Be Available for Delivery?</p>	<p>In stock- 5 to 10 days</p>
<p>Delivery to Boone County - Columbia, Missouri - Total Firm Price (Quote if there is a Deilvery Charge)</p>	<p>\$60,130.82</p>
<p style="text-align: center;"><u>Specifications - Preferred Features</u></p>	
<p>Body Type: Standard for 2024, 2025, or 2026 Chevrolet Silverado 2500 HD or equal</p>	<p style="text-align: center;">✓</p>
<p>4X4</p>	<p style="text-align: center;">✓</p>
<p>Regular Cab</p>	<p style="text-align: center;">✓</p>
<p>All Manufacturer Standard Equipment and Features Included</p>	<p style="text-align: center;">✓</p>
<p>6.6L Engine, V8 (L8T), Gas (Direct Injection & Variable Valve Timing)</p>	<p>6.8L GAS</p>

Minimum 401 Horsepower @ 5,200 rpm	405 HP
Minimum 464#/ft torque @ 4,000 rpm	445 FT #S
Brakes: 4 Wheel ABS	✓
Standard GVWR (e.g., 10,000 #s)	9,900 LB GVWR
10-Speed Automatic Transmission (Allison)	10 SPEED TORQUESHIFT
Manufacturer Standard Equipped Air Bags	✓
Remote keyless entry with 2 Transmitters	✓
Tool Cabinet	PART OF SERVICE BODY
Lift Gate (optional pricing)	\$2,950.00
Power Door Locks	✓
Back-up Camera with Back-Up Alarm	✓
Interior	
HVAC System - Manufacturer Standard	✓
40/40/40 Split Front Bench Seat	40/20/40
Rubberized Vinyl Floor Covering	✓
Color: Dark Colors Preferred	MED DARK LSATE VINYL
Exterior	
Color: White - Required	✓
Standard Lighting Package	✓
Service Body - Knapheide or Equal	
Body Type: Service Truck	✓

Body Line: Steel Service Body	✓
Body Model: Knapheide 696 or Equal	✓
Body Material: Minimum 14 gauge Steel	✓
Body Shell Material: Rugged two-sided A-40 galvanized steel complete with undercoating	✓
Body Height: Minimum 40"	✓
Body Length: Minimum 96"	✓
Body Width: Minimum 78"	✓
Body Inside Width: Minimum 49"	✓
Body Color: White	✓
Bumper Material: Galva-Grip or Equal	✓
Bumper Width: Minimum 78"	✓
Compartment: Minimum two (2) adjustable divider shelves and dividers in street and curb-side front	✓
Adjustable Security Ring Strikers - weather tight seal	✓
Interior Latch Cover	✓
Slam-Lock Tailgate	✓
Minimum Manufacturer standard lighting equipped	✓
Ladder Rack - utility bed	✓
Describe other features and any special terms: Attach specifications sheet for vehicle and provide pictures	
Include Owners Manual with Delivery of the Truck	ONLINE AND IN INFOTAINMENT SYSTEM
Details about Titling the Truck and Delivery will be communicated upon award.	



2 Sets of Keys

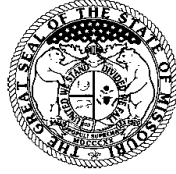
Note: The County will be using weighted criteria in the evaluation of quotes for the truck. The evaluation will use both objective analysis and subjective judgment in conducting a comparative assessment of the offer. Evaluation categories include an assessment of cost, the offeror's experience, expertise and reliability, contractor support and specifications match.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102
www.oa.mo.gov/purch

CONTRACT NUMBER MC250182006	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER 02	CONTRACT PERIOD July 1, 2026 through June 30, 2027
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS PROACTIS/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
<p>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</p> <p>The State of Missouri hereby exercises its option to renew the contract.</p> <p>All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.</p> <p>SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.</p>	
BUYER Danielle Gesch	BUYER CONTACT INFORMATION Email: Danielle.Gesch@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 03/13/26
DIRECTOR OF PURCHASING  Stacia L. Dawson	



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER MC250182006	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER 01	CONTRACT PERIOD July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS PROACTIS/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract MC250182006 is hereby amended pursuant to the attached amendment #01, dated 09/22/2025.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: Kelsey.Huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/25/25
DIRECTOR OF PURCHASING Karen S. Boeger	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT**

AMENDMENT NO.: 01
CONTRACT NO.: MC250182006
TITLE: Statewide New Motor Vehicles Qualified Vendor's List
ISSUE DATE: 09/22/2025

REQ NO.: N/A
BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
E-MAIL: kelsey.huwe@oa.mo.gov

TO: Gary Crossley Ford
8050 N Church Rd
Kansas City, MO 64158

RETURN AMENDMENT BY NO LATER THAN: 09/29/2025 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	allyson.daro@oa.mo.gov
FAX TO:	(573) 526-9816

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

**Various State Agencies
Located Throughout the State of Missouri**

SIGNATURE REQUIRED

VENDOR NAME Gary Crossley Ford	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS 8050 N Church Rd	
CITY, STATE, ZIP CODE Kansas City, MO 64158	
CONTACT PERSON Phil Englander	EMAIL ADDRESS phil@garycrossleyford.com
PHONE NUMBER 816-883-2208	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>Phil Englander</i>	DATE 09/22/2025
PRINTED NAME Phil Englander	TITLE Fleet Director

AMENDMENT #01 TO CONTRACT MC250182006

CONTRACT TITLE: **Statewide New Motor Vehicles Qualified Vendor’s List**

CONTRACT PERIOD: **July 1, 2025 through June 30, 2026**

The State of Missouri desires to amend the above-referenced contract, to revise paragraph 2.6.6 and Attachment 1, Price Quote Request Form, New Motor Vehicles.

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:
 2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor’s ***firm, fixed price, offered*** in the contractor’s PQF response.

2. Attachment 1, Price Quote Request Form, New Motor Vehicles is revised to remove the “Delivery Price to Location” identified in the QVL contractor’s response to pricing for vehicle section:

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
<i>DELETED</i>	<i>DELETED</i>
Total Price	\$ _____

All revisions are included in ***bold italics***.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

ATTACHMENT REVISED PER AMENDMENT 01

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Year: _____

List of Requested Options/Features from the Manufacturer: _____

List of Requested Options/Features from a Third Party (aftermarket): _____

List of Required Options/Features from the Manufacturer: _____

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: _____

Delivery Location (if applicable): _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Vehicle Identification Number (VIN): _____

Year: _____

List of Requested Options/Features from the Manufacturer Proposed: _____
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
 List of Required Options/Features from the Manufacturer Proposed: _____
 List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
 Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01	
Line Item	Firm, Fixed Price
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
DELETED	DELETED
Total Price	\$ _____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____
 QVL Contractor's Address: _____
 QVL Contractor's Point of Contact: _____
 QVL Contractor's Point of Contact's Phone Number: _____
 QVL Contractor's Point of Contact's Email Address: _____
 Signature of QVL Contractor's Point of Contact: _____



NOTICE OF AWARD

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

SOLICITATION NUMBER STATE PURCHASE-FY25-0182-SL	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
CONTRACT NUMBER MC250182006	CONTRACT PERIOD July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Gary Crossley Ford in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE PURCHASE-FY25-0182-SL is accepted in its entirety.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: kelsey.huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER Kelsey Huwe	DATE 4/25/25
DIRECTOR OF PURCHASING Karen S. Boeger	

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

STATE PURCHASE-FY25-0182-SL STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:		Gary Crossley Ford	
MissouriBUYS Supplier Number:		1003719	
Point of Contact:		Phil Englander	
Phone Number:	816-883-2208	Email Address:	phil@garycrossleyford.com
Mailing Address:		8050 N Church Rd	
City/State/Zip:		Kansas City, KS 64158	
Vendor Tax Filing Type with IRS (check one):		<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
What date did the vendor's organization begin operation?		Date: 12/29/1959 MM/DD/YYYY	

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

Authorized Signature	Date
	3/18/2025
Printed Name	Title
Philip Englander	Fleet Manager

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

No.	Description	Task Complete
1.	Complete and sign Exhibit A, Proposal Signature Page.	<input checked="" type="checkbox"/>
2.	Complete all information required on Exhibit C, Motor Vehicle Categories.	<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.	<input checked="" type="checkbox"/>
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, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (✓) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles	✓	✓
Light Duty Trucks	✓	✓
Medium Duty Trucks	✓	✓
Work Vans	✓	✓
Cargo Vans	✓	✓
Patrol Vehicles	✓	✓

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	<ul style="list-style-type: none"> • Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle; 4x4; Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	<ul style="list-style-type: none"> • Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Truck; 4x2; Extended Cab

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	<ul style="list-style-type: none"> • 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crew Cab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	<ul style="list-style-type: none"> • One Ton Chassis Cab <u>Drw</u>; 4x2; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Crew Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Extended Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Extended Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Crew Cab
Work Vans	<ul style="list-style-type: none"> • Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	<ul style="list-style-type: none"> • Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	<ul style="list-style-type: none"> • Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

EXHIBIT D, PARTICIPATION COMMITMENT

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

Blind/Sheltered Workshop Resources:

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

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

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

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

Participation Commitment Submission Instructions:

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

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

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

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.

EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITION – QUALIFIED SDVE:

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

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

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

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

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

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

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

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. 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)

**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	Gary Crossley Ford	
Charter Number	LC014424005	
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"/>

**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 Gary Crossley Ford (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.

Jeremy Craven

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Gary Crossley Ford

Company Name

[Signature]

Date 3-13-25

**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.

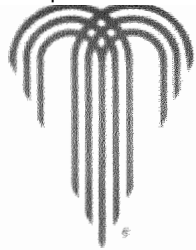
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in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

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

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

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

Vendor Name: Gary Crossley Ford	Vendor's Unique Identity ID Number: [REDACTED]
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org

Website: kcmo.gov/tax

Letter Id: L0208230144

Date: 21-Jan-2025

Taxpayer Id: **-***5475

GARY CROSSLEY FORD LLC
8050 N CHURCH RD
KANSAS CITY MO 64158-1166



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that GARY CROSSLEY FORD LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



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Limited Liability Company Details as of 3/13/2025

Required Field *

File Documents - select the filing from the "Filing Type" drop-down 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](#)

Amendment to Articles of Organization

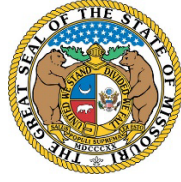
[ORDER COPIES/ CERTIFICATES](#)

General Information Filings Principal Office Address Contact(s)

Name(s)	GARY CROSSLEY FORD, LLC	Principal Office Address	1100 Main Street, Suite 2121 Kansas City, MO 64105
Type	Limited Liability Company	Charter No.	LC014424005
Domesticity	Domestic	Home State	
Registered Agent	<u>ENSZ & JESTER, P.C.</u> 1100 MAIN ST SUITE 2121 Kansas City, MO 64105	Status	Active
Date Formed	10/29/1959		
Duration	Perpetual		

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

State of Missouri
Office of Administration, Division of Purchasing



Request for Proposal (RFP) for
Statewide New Motor Vehicles Qualified Vendor’s List

SOLICITATION NO.:	STATE PURCHASE-FY25-0182-SL
ISSUE DATE:	FEBRUARY 27, 2025
CONTRACT PERIOD:	DATE OF AWARD THROUGH ONE YEAR
REQUISITION NO.:	N/A

PROPOSAL DUE NO LATER THAN: MARCH 13, 2025 AT 2:00 PM CENTRAL TIME

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuys.mo.gov>.
E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

RFP CONTACT INFORMATION:

BUYER: Kelsey Huwe

PHONE NO.: (573) 522-1308

EMAIL: kelsey.huwe@oa.mo.gov

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

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

Various State Agencies
Located Throughout the State of Missouri

ATTENTION:

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

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the proposal)	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Motor Vehicle Categories
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	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	Price Quote Request Form, New Motor Vehicles
	Attachment 2	Domestic Product Procurement Act (Buy American) Preference
	Attachment 3	Motor Vehicle Price Quote Request Form Award Record
	Attachment 4	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 5	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report
	Attachment 6	Federal Funds Requirements

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

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals to establish a supply channel for acquiring new motor vehicles off contractor’s lots and/or manufacturer designated fleet vehicles for various state agencies located throughout the state of Missouri (hereinafter referred to as agency). Acquisitions will be processed by means of establishing a Qualified Vendor List (QVL) of vehicle dealers and/or manufacturers to serve as a market supply channel to the State of Missouri in accordance with the requirements and provisions specified herein. For purposes of the contract, manufacturer designated fleet vehicles (hereinafter referred to as “fleet vehicles”) are defined as the vehicles purchased through the manufacturer’s fleet program.

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

1.1.2 Vendors are advised that agencies will only be purchasing from a dealer’s lot or from a vendor’s list of inventory, defined as any variation of a requested vehicle’s brand/model which has been manufactured by Chevrolet, Ford, Dodge, Chrysler, Jeep, or Ram which meets the requirements and provisions specified herein and within the agency’s Price Quote Form.

1.1.3 The purpose of this QVL is to enable a more seamless procurement process, foster competition, and promote a reasonable delivery of new motor vehicles regardless of market volatility, with consideration to a dealer’s ability to locate available motor vehicles on short notice and the inability to hold pricing for a substantial amount of time.

1.1.4 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor’s compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The state reserves the right to issue subsequent solicitations for the same or similar supplies.

1.1.5 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

1.2.1 For information purposes, the dollar amounts encumbered under the current contracts for fiscal years 2024 and 2025, to date, are listed below:

Contract Number	FY 2024	FY 2025 (To Date)
CC240138001	\$79,050.00	\$91,222.00
CC240138002	\$953,285.84	\$50,627.00
CC240138003	\$563,398.00	\$1,953,196.00
CC240138004	\$151,190.00	\$0.00
CC240138005	\$3,441,943.00	\$789,439.00
CC240138006	\$130,446.00	\$0.00
CC240138007	\$354,779.00	\$174,984.00
CC240138008	\$8,348,793.00	\$1,971,946.00
CC240138009	\$683,128.00	\$2,463,799.00
CC240138010	\$334,170.85	\$546,143.00
CC240138011	\$77,054.00	\$0.00
CC240753001	\$270,559.00	\$61,175.00

Contract Number	FY 2024	FY 2025 (To Date)
CC240753002	\$0.00	\$0.00
CC240753003	\$324,080.00	\$0.00
CC241440001	\$0.00	\$0.00
CC241440002	\$2,213.79	\$0.00
MC250061001	\$0.00	\$0.00
MC250061002	\$0.00	\$0.00
MC250061003	\$0.00	\$0.00

1.3 Current Contract Information:

1.3.1 Current contracts exist for the products being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.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 numbers RFPC30034902400138, RFPC30034902400753, RFPC30034902401440, and STATE PURCHASE-FY25-0061-SL or the contract numbers CC240138001-011, CC240753001-003, CC241440001-002, and MC250061001-003 when searching for these documents.

1.3.2 State Expenditures: The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links:

<https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and

<https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>.

Then search by the contract numbers shown above when searching for the financial information.

1.4 RFP Questions:

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

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

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

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

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- 1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.
- 1.5 **Amendments:**
- 1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.
- 1.6 **Glossary of Terms and Acronyms:**
- 1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Amendment** means a written, official modification to a solicitation or contract.
 - c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Buyer** means the procurement staff member of Purchasing.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
 - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
 - h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
 - i. **May** means that a certain feature, component, or action is permissible, but not required.
 - j. **Must** means that a certain feature, component, or action is a mandatory condition.
 - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
 - m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
 - n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
 - o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
 - p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and

Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.

- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

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

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

1.7 Accuracy of Background Information:

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

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

STATE PURCHASE-FY25-0182-SL**2. SCOPE OF WORK SECTION****2.1 General Requirements:**

2.1.1 The contractor must supply new motor vehicles off the QVL contractor's lot and/or manufacturer designated fleet vehicles, based on the award that has been approved by the Division of Purchasing's Notice of Contract Award to STATE PURCHASE-FY25-0182-SL or by a properly executed contract amendment, subsequently issued by the Division of Purchasing.

- a. For purposes of this document, a new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, regardless of the model year of the vehicle.
- b. For purposes of this document, a new fleet motor vehicle shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, and of the current model year of the vehicle.

2.1.2 **Mandatory Use of Contract:** The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall understand and agree that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.

2.1.3 **Cooperative Procurement Program:** The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.1.4 **Other Agencies May Order:** The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).

2.1.5 **Contractor's Obligation:** Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the new vehicles required herein.

2.2 Single Point of Contact and Responsibility:

2.2.1 The contractor shall be the single point of contact for the state agency or public entity and shall be responsible for the contract, regardless of any subcontract arrangements, including all contract use issues, which may consist of the following:

- a. Ordering;
- b. Invoicing;
- c. Delivery;
- d. Titling; and
- e. Payment.

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2.2.2 As the single point of contact, the contractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the contractor provide a back-up representative as well. The contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The contractor's customer service representative must be available to the State of Missouri during the contractor's regular operating hours. The contractor's customer service representative(s) shall be available to the state agencies by phone, fax, or email.

- a. The contractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.

2.3 Corporate Average Fuel Economy Standard Requirements:

2.3.1 The contractor shall only provide motor vehicles, or variations thereof, which meet the federal government's Corporate Average Fuel Economy (CAFE) standard, as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of motor vehicles stated in STATE PURCHASE-FY25-0182-SL.

2.4 Warranty Requirements:

2.4.1 The contractor shall understand and agree that the Manufacturer's Standard Factory Warranty shall apply to all motor vehicles and a properly executed warranty must be delivered with a purchased motor vehicle. The contractor shall further understand and agree that the warranty shall not become effective until the motor vehicle is delivered to and accepted by the state agency.

2.4.2 All warranty service must be performed in Missouri.

2.5 Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirements:

2.5.1 The contractor shall be responsible for accessing potential recall notices from NHTSA, as well as any manufacturer-initiated customer service actions, prior to delivering a purchased motor vehicle(s) to the state agency. If a recall or customer service action is found for a purchased motor vehicle being delivered to the state agency, the contractor should, to the best ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the state agency of the "open" recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

2.6 Price Quote Form Requirements:

2.6.1 Throughout the contract period as a state agency has a need for an off the lot or fleet vehicle, the state agency will contact all contractors who were awarded the requested motor vehicle category to obtain firm, fixed price quotes in response to Attachment 1, Price Quote Request Form, New Vehicles (hereinafter referred to as the PQF). The state agency's quote request will include the specifications and the quantity of motor vehicles required. The state agency's quote request will also indicate if the state agency desires or requires any additional options or non-standard features (upgrades) to be included with the motor vehicle.

2.6.2 The contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes, purchase orders placed, and products received under the contract.

2.6.3 The contractor(s) who were awarded the specific motor vehicle category and purchase type (fleet or off the lot) will be contacted by a state agency via email and presented with the PQF. The contractor shall complete and return the PQF by the specified deadline in order for the contractor's quoted firm, fixed price to be considered. The contractor should include a copy of the specification sheet for the motor vehicle proposed with the contractor's response to the PQF. If awarded the price quote, the contractor's firm, fixed price

quoted for the specific purchase shall be contractually binding on the contractor for that specific order placement and fulfillment.

- a. Pricing: The contractor(s) shall price the specific motor vehicle based on the requested quantity, the mandatory specifications provided by the state agency, including any additional options or features requested or required to be provided with the motor vehicle in the PQF.
 - 1) State agencies may request additional options or features to be added to the motor vehicle being purchased from the contractor and any options or features desired beyond the standard model specifications will be identified by the state agency at the time of PQF issuance. In the case that multiple versions of the same option or feature are proposed as a separate price in addition to the motor vehicle price, the highest price for the options and features proposed shall be used for the cost evaluation purposes to determine the maximum liability to the state.
 - 2) If additional options and features are already installed on the motor vehicle, then the contractor shall price the motor vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features.
 - 3) If the PQF requests or requires options and features that are not currently installed on the motor vehicle proposed by the contractor, then the contractor must price those options and features separately, to ensure that the motor vehicle proposed meets the requirements identified in the PQF.
 - 4) Off the Lot Purchases – If a contractor has a motor vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the motor vehicle also includes additional options not requested by the state agency, then the contractor should provide a PQF response that specifies the additional options already installed on the motor vehicle that the state agency did not request.
 - 5) Fleet Purchases Only – The contractor must provide the specific motor vehicle requested in the PQF, including all specified additional options identified in the PQF, unless the contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the PQF request.
 - 6) If the contractor is unable to provide all motor vehicles and quantities identified in a PQF, the contractor should respond to the PQF with the vehicles and quantities the contractor is capable of providing that meet the requirements of the PQF (e.g. if the PQF requests three (3) mid-size 4-door sedans that use regular unleaded fuel, but the contractor only has one (1) vehicle that meets the requirements on the contractor's lot, the contractor may respond to the PQF with the one (1) vehicle available).
 - 7) The contractor may respond to the PQF with multiple responses if the contractor is capable of meeting the requirements of the PQF with different motor vehicles or combination of motor vehicles available on the contractor's lot or fleet availability.
 - 8) Shipping from a dealer or manufacturer outside of Missouri to a contractor's location, in order for the contractor to satisfy the completed PQF, shall be the responsibility of the contractor and shall take place at the pricing submitted on the PQF.
 - 9) All pricing shall include all shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping beyond the pricing submitted on the PQF.

- 10) The state agency shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - b. Domestic Products Procurement Act: In accordance with the Buy American Act, the contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the contractor(s) complete and return Attachment 2, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance at the time of each price quote request, which must be thoroughly completed and returned with the completed PQF for each price quote request.
- 2.6.4 In the event a contractor cannot provide the motor vehicle requested by the state agency, the contractor should return the PQF to the state agency indicating a “No Bid” response.
 - 2.6.5 The contractor(s) shall understand and agree that each price quote response submitted shall be considered an open record after the PQF has been awarded, unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The contractor(s) should **NOT** include confidential material with the contractor’s PQF response.
 - 2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor’s PQF response.
- 2.7 **Price Quote Form Evaluation:**
- 2.7.1 State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the contractors that submitted a response to a PQF. Contractors shall not face consequences for selling an off the lot motor vehicle to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs.
 - 2.7.2 The PQF shall be awarded to the lowest and best contractor defined herein as the specification-compliant contractor who scores the highest number of evaluation points considering the following:
 - a. The specifications and contents included on Attachment 1, Price Quote Form and Attachment 3, Motor Vehicle Price Quote Request Form (PQF) Award Record;
 - b. Cost, including the Missouri Domestic Products Procurement Act preference;
 - c. Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the contractor’s awarded proposal; and
 - d. As applicable, when alternative fuel motor vehicles are solicited, a life cycle cost evaluation based on the requirements stated in Chapter 414.415 RSMo has been performed, as required herein.
 - 2.7.3 The contractor shall understand and agree that PQF evaluations, conducted by the Missouri State Highway Patrol (MSHP) may include the following exceptions:
 - a. At the discretion of MSHP, the evaluation of PQF responses may give consideration to security requirements or patrol vehicle necessities over the evaluation of cost.
 - b. Such consideration shall be clearly documented in the evaluation prior to awarding a purchase order and made public to all contractors who responded to the PQF.
 - 2.7.4 Evaluation of Cost – The state agency shall determine the lowest priced contractor by performing a cost evaluation in the following manner:
 - 1) The firm, fixed total motor vehicle price submitted for the motor vehicle(s) specified on the PQF shall be multiplied by the respective requested quantity stated in the PQF to determine the total extended

price. The firm, fixed total motor vehicle price used for cost evaluation purposes shall include the motor vehicle base price, all options and features proposed (regardless of whether the options or features have already installed on the motor vehicle or would be installed after PQF award) and the delivery price. The total extended price for the motor vehicle shall then be combined with any application of the Domestic Product Act (Buy American) Preference as detailed below.

- a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
 - Contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over contractors whose products do not qualify.
 - The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
 - If the lowest priced contractor qualifies as American-made or in the event all of the contractors or none of the contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced contractor does not qualify for the Buy American Preference but other contractors do qualify, then the lowest contractor’s price(s) is increased by 10% for those items not eligible for the Buy American Preference.
 - If any products offered are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details with the PQF.

2) Upon determination of each contractor’s total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

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

- 3) For those contractors awarded bonus preference points (for an Organization for the Blind/Sheltered Workshop and/or a qualified Service-Disabled Veteran Enterprise) during the evaluation of STATE PURCHASE-FY25-0182-SL, such bonus preference points shall be added to the contractor’s cost evaluation points. The contractor that meets or exceeds the state agency’s minimum requirements with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best contractor. The lowest and best contractor will be awarded the purchase requested on the PQF.
- 4) In the event all PQF responses fail to meet the state agency’s needs, the state agency may reject all PQF responses and cancel the request for price quote.
- 5) The state agency reserves the right to award one, some, or all of the motor vehicles in a PQF to one contractor. In the event a state agency decides to award to multiple contractors, the above cost evaluation will be conducted per motor vehicle to determine the lowest and best contractor for each motor vehicle.
- 6) In addition to the cost evaluation language identified above, in accordance with Chapter 414.415 RSMo, a life cycle cost evaluation will be conducted by the state agency for fleet vehicles when alternative fuel vehicles are offered. The evaluation of cost shall be completed as a life cycle cost

analysis based on the quoted firm, fixed vehicle base price, included in the response to the PQF, using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

$$LCC = UP + \frac{(LV \times GC)}{MPG}$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed

LV = Life of vehicle is 120,000 miles

GC = Gasoline cost per gallon for this PQF response will be the current average price for Mid-Missouri on the due date of the PQF

MPG = Miles per gallon, combined city/highway mileage as stated by the vendor for each model

NOTE: If there is an inconsistency between the contractor's responses for the combined city/highway mileage, the state agency shall contact the manufacturer representative for all models quoted for that line item to verify the information. If the combined city/highway mileage is not provided by the contractor for the model proposed, the state agency reserves the right to use the EPA combined city/highway mileage as state at www.fueleconomy.gov when determining the life cycle cost per model. If the combined city/highway mileage is not available at www.fueleconomy.gov, the state agency reserves the right to contact the manufacturer to receive the combined city/highway mileage.

- 2.7.5 The state agency will document the state agency's evaluation justification regarding the state agency's award determination of the "lowest and best" PQF response(s) at the time the quote is awarded.
- 2.7.6 The state agency will provide all responding contractors of the results of the awarded PQF, by providing a copy of the completed Attachment 3, Motor Vehicle Price Quote Request Form Award Record. The contractor shall understand and agree that the state agency's acceptance of the awarded PQF, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.
- 2.8 **Purchase Order Requirements:**
- 2.8.1 Prior to making a new motor vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to the State Fleet Manager at FleetManagement@oa.mo.gov. The vehicle pre-approval form can be found at: <https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>.
- 2.8.2 The state agency shall purchase the products specified in the awarded PQF from the awarded contractor (as determined herein). The contractor will not be held to the requirements identified below if the state agency fails to award the PQF within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs, as required herein.
- a. If the contractor cannot provide the awarded products in the PQF, the contractor may be considered in breach of contract and subject to the remedies specified herein.
 - b. The state agency shall document each instance of the contractor's inability to provide the awarded products as required. If the contractor continually or consistently is unable to provide the awarded products as required, the Division of Purchasing may elect to cancel the applicable contractor's contract.

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- c. If the contractor who was awarded a PQF cannot fulfill the award, then, with prior approval of the Division of Purchasing, the state agency reserves the right to use the next highest scoring contractor (as determined herein).

2.8.3 Contractors shall make every attempt to process a purchase order within forty-eight (48) hours of receipt. With the volatility of the market and the short turnaround time of order bank availability, it is imperative that the awarded contractor process orders in a timely manner.

2.9 Order Documentation Requirements:

2.9.1 At no cost to the State of Missouri, and upon request of the state agency, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each motor vehicle.

2.10 Financial Responsibility Requirements:

2.10.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in motor vehicles that the State of Missouri purchases, until such time as the dealership receives payment in full for those motor vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.

2.11 Performance/Product Requirements:

2.11.1 Estimated Quantities: The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.11.2 Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

2.11.3 Delivery Requirements: The contractor's delivery for all motor vehicles shall be due, as indicated by the state agency on the PQF or as stated in the contractor's response to a PQF, whichever the state agency requests and approves. Failure by the contractor to deliver according to the specified requirements may result in contract cancellation and suspension from future vendor's list, unless the delivery issues are attributed to the manufacturer being unable to fulfill fleet vehicle purchase orders due to time and/or supply constraints.

- a. The contractor and/or the contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order for the motor vehicle(s) the contractor is awarded. The contractor's delivery shall include unloading shipments at the state agency's location or other designated unloading site as requested by the state agency. The contractor's orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.
- b. The contractor shall not attempt to make delivery to any state agency on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
- c. The contractor shall deliver all motor vehicles with the proper documentation to apply for Missouri title and license, including the Manufacturer's State of Origin and invoice.
- d. The contractor shall deliver all motor vehicles with an owner's manual.

- e. The contractor's deliveries must be coordinated with the state agency. The contractor must call the state agency 24 hours prior to making an appointment for a delivery.
- f. In the event the contractor fails to deliver a motor vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar motor vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- g. Within forty-eight (48) hours of delivery, the state agency shall fully inspect the motor vehicle's interior and exterior, including any options required on the motor vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to a delivered motor vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the motor vehicle as acceptable. State agencies are advised to ensure the proper measures are taken as it relates to insuring motor vehicles, beyond the forty-eight (48) hour acceptance timeframe.
- h. The contractor shall ensure that all motor vehicles are delivered clean, lubricated, serviced and ready for immediate service, which shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the motor vehicle. The window sticker may be left in the "glove box" or included with other documentation.

2.12 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.12.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all motor vehicles provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.12.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.12.3 Payments shall be made using one of the following acceptable payment methods:
 - a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 2.12.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.13 Missouri Statewide Contract Quarterly Administrative Fee Report:

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

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

2.13.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 4**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

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

OR

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

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

2.14 Missouri Statewide Contract Quarterly Usage Report:

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

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.

Data Element	Description
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 5** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.15 Financial Records and Document Retention:

- 2.15.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.15.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

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

2.16 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.16.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.16.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.
 - a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.
 - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
 - c. Each contractor invoice must include the invoice number, which shall be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
 - d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.16.3 Payment: Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
 - a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
 - b. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- 2.16.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 2.16.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.16.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.16.7 The total payments to the contractor for all vehicles shall not exceed the prices provided in the contractor's PQF response to the agency.
- 2.16.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

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

STATE PURCHASE-FY25-0182-SL**3. TERMS AND CONDITIONS SECTION****3.1 Applicable Laws and Regulations:**

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

3.2 Non-Discrimination and Affirmative Action:

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

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

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

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

3.5 Business Registration:

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

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

STATE PURCHASE-FY25-0182-SL**3.8 Indemnification:**

- 3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

- 3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Negotiations:

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

3.11 Federal Funds Requirements:

- 3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 6** or other requirements identified by the federal government.

3.12 Invoicing and Payment:

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

3.13 Non-Appropriation of Funds:

- 3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14 Open Records:

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

STATE PURCHASE-FY25-0182-SL**3.15 Prison Rape Elimination Act (PREA) Requirements:**

- 3.15.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.15.3 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.15.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.15.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.15.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.15.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.16 Protests:

- 3.16.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.17 Record Access:

- 3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.18 State Preferences:

3.18.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:

- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
- c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
- d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

3.19 Taxes:

3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

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

STATE PURCHASE-FY25-0182-SL**4. GENERAL CONTRACTUAL REQUIREMENTS SECTION****4.1 Contract Definition:**

4.1.1 A binding contract shall consist of the following documents:

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

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

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

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

4.1.5 The contractor shall agree to furnish all awarded vehicles specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of vehicles or a directive to proceed with services. Before providing vehicles for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.2 Contract Amendment:

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

4.3 Contract Period:

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

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

4.4 Contract Pricing:

4.4.1 The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

STATE PURCHASE-FY25-0182-SL**4.5 Termination for Convenience:**

4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.6 Cancellation for Breach of Contract:

4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 Contract Assignment:

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

4.8 Contractor Liability:

4.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.9 **Insurance:**

- 4.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 **Contractor Status:**

- 4.10.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.11 **Subcontractors:**

- 4.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 4.11.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.11.3 The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

4.12 **Participation by Other Organizations:**

- 4.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

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

4.13 Coordination:

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

4.14 Property of State:

- 4.14.1 All documents furnished by the contractor, in relation to any motor vehicle, pursuant to the terms of the contract, shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.15 Force Majeure:

- 4.15.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

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- 4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.16.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.17 Warranties and Representations:

- 4.17.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. Be fit and sufficient for the purpose expressed in the RFP,
 - c. For any goods provided, be merchantable,
 - d. Be of good materials and workmanship, and
 - e. Be reasonably free from defect.
- 4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.18 Conflict of Interest:

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

4.19 Remedies and Rights:

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

4.20 Communications and Notices:

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

4.21 Survivability of Terms:

- 4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue,

remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

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

STATE PURCHASE-FY25-0182-SL**5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION****5.1 Proposal Submission Overview:**

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

5.2 Preparation of Proposals:

- 5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.
 - b. In order for the vendor to be considered for the Statewide New Motor Vehicle QVL, the vendor must complete **Exhibit C, Motor Vehicle Categories** to identify the proposed category(ies) the vendor selects to provide.
 - c. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

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- 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

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

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

5.4 Confidentiality and Proprietary Materials:

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

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

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

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references; and
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a

completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

- b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.6 Online Submission of Solicitation Response:

5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.

5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required documentation. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
- b. The exhibits, forms, and the Motor Vehicle Categories provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a

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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.

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- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.
- 5.8 **Evaluation Process:**
- 5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).
- 5.8.2 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
 - c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
 - d. The Division of Purchasing reserves the right to reject any and all proposals.
 - e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.3 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority

be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

- c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
- d. **Business Compliance Exhibit J, Employee/Conflict of Interest.**
- e. **Business Compliance Exhibit K, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID**.
- f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8.4 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
- b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)
- c. Negotiations may be conducted in person, in writing, or by telephone.
- d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

- e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
 - f. The vendor's methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
 - h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
 - i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- 5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 5.8.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- 5.8.7 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.
- 5.8.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:
- a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
 - b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- d. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
 - e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.
- 5.8.9 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation. If the solicitation does not include the completed **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified

as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

5.9 Award Determination:

- 5.9.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 5.9.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.
- 5.9.3 Determination of Awards: In order to ensure adequate vehicle supply availability throughout the state agency locations and to meet the potentially high demand for vehicles, the State of Missouri anticipates awarding contracts to all vendors determined to be responsive to the requirements of the RFP. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.
- 5.9.4 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.9.5 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

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

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

STATE PURCHASE-FY25-0182-SL STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:			
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

STATE PURCHASE-FY25-0182-SL

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 all information required on Exhibit C, Motor Vehicle Categories.	<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.	<input type="checkbox"/>
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, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (√) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles		
Light Duty Trucks		
Medium Duty Trucks		
Work Vans		
Cargo Vans		
Patrol Vehicles		

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	<ul style="list-style-type: none"> • Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle; 4x4, Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	<ul style="list-style-type: none"> • Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Truck; 4x2; Extended Cab

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	<ul style="list-style-type: none"> • 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crewcab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	<ul style="list-style-type: none"> • One Ton Chassis Cab <u>Drw</u>; 4x2; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Crew Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 4 Chassis Cab Drw; 4x2; Regular Cab • Class 4 Chassis Cab Drw; 4x2; Extended Cab • Class 4 Chassis Cab Drw; 4x2; Crew Cab • Class 4 Chassis Cab Drw; 4x4; Regular Cab • Class 4 Chassis Cab Drw; 4x4; Extended Cab • Class 4 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x2; Regular Cab • Class 5 Chassis Cab Drw; 4x2; Extended Cab • Class 5 Chassis Cab Drw; 4x2; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 5 Chassis Cab Drw; 4x4; Extended Cab • Class 5 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Extended Cab • Class 6 Chassis Cab Drw; 4x2; Crew Cab • Class 7 Chassis Cab Drw; 4x2; Regular Cab • Class 7 Chassis Cab Drw; 4x2; Extended Cab • Class 7 Chassis Cab Drw; 4x2; Crew Cab
Work Vans	<ul style="list-style-type: none"> • Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	<ul style="list-style-type: none"> • Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	<ul style="list-style-type: none"> • Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

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EXHIBIT D, PARTICIPATION COMMITMENT

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

Blind/Sheltered Workshop Resources:

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

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

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

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

Participation Commitment Submission Instructions:

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

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

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

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.

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITION – QUALIFIED SDVE:

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

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

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

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

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

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

BOX A NON COMPANY ENTITY	
<p>I certify that _____ (Entity Name) currently <u>DOES NOT MEET</u> 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) <u>MEETS</u> the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

BOX C COMPANY ENTITY WITH TEN OR MORE EMPLOYEES	
<p>I certify that _____ (Company Name) <u>MEETS</u> the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

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

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

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

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

Vendor Name:	Vendor’s Unique Identity ID Number:
Parent Organization’s Name:	Parent Organizations Unique Identity ID Number:

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Year: _____

List of Requested Options/Features from the Manufacturer: _____

List of Requested Options/Features from a Third Party (aftermarket): _____

List of Required Options/Features from the Manufacturer: _____

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: _____

Delivery Location (if applicable): _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Vehicle Identification Number (VIN): _____

Year: _____

List of Requested Options/Features from the Manufacturer Proposed: _____

List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
 List of Required Options/Features from the Manufacturer Proposed: _____
 List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
 Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$_____
Price for Additional Options/Features in Addition to Vehicle Price	\$_____
Delivery Price to Location Identified Above	\$_____
Total Price	\$_____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____
 QVL Contractor's Address: _____
 QVL Contractor's Point of Contact: _____
 QVL Contractor's Point of Contact's Phone Number: _____
 QVL Contractor's Point of Contact's Email Address: _____
 Signature of QVL Contractor's Point of Contact: _____

ATTACHMENT 2
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product’s eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON’T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)			
List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.			
List U.S. city and state where products proposed are manufactured or produced.			
Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)			
List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.			
List country where product proposed is manufactured or produced.			
Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

Attachment 2 continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
 Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
 NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify sole US manufacturer name.
 Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)
COMPANY NAME

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**Attachment 3
Motor Vehicle Price Quote Request Form Award Record**

State Agency Information

Agency Name:			
Contact Person:		Title:	
Phone Numbers:	Primary:		
Email Address:			

Awarded Contractor Information

Contractor Name:			
Street Address:			
City, State, Zip:			
Contact Person:		Title:	
Phone Numbers:	Primary:		
Email Address:			

Vendor List - Include Qualified Vendor Names that were notified of the Price Quote Request Form.

1		2	
3		4	

Bid Responses - Include the following information regarding the Price Quote Request Form responses received. (Add additional Bid Responses as needed)

Bid Response 1:

Vendor Name:					Response Date:			
Person Contacted				Bid Type	Email	Phone	Mail	Fax
Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)		

Bid Response 2:

Vendor Name:					Response Date:			
Person Contacted				Bid Type	Email	Phone	Mail	Fax

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Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)

Bid Response 3:

Vendor Name:		Response Date:				
Person Contacted		Bid Type	Email	Phone	Mail	Fax

Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)

Award Determination: (If awarding by line item and making awards to multiple awards based on responses to a Price Quote Request Form, then the state agency must specifically identify the quantity awarded to each QVL contractor along with any other specific details that would describe the award determination that occurred.)

I HEREBY CERTIFY THAT THE PRICE QUOTE REQUEST FORM RESPONSES IDENTIFIED ABOVE ARE CORRECT AS STATED AND THAT I HAVE NOT REVEALED A VENDOR'S RESPONSE TO ANY OTHER VENDOR OR PERSON.

Purchaser's Printed Name:		Agency Name	
Purchaser's Signature		Date	

State Fleet Manager Approval of Purchase:	
State Fleet Manager's Printed Name	
State Fleet Manager's Signature	Approval Date

**Attachment 4
STATE PURCHASE-FY25-0182-SL**

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.	
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.
Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.	
If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.	
Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.	

Attachment 4

MOStatewide Contract Administrative Fee Report STATE PURCHASE-FY25-0182-SL

Contractor Name:	
Statewide Contract Number:	
Date Report Submitted:	
Administrative Fee Payment Calculation: <i>(If no payments received during Reporting Quarter, skip to next section)</i>	
Total Payments Received (minus returns & credits) from Missouri <u>State Agencies</u> during the Reporting Quarter :	
Total Payments Received (minus returns & credits) from Missouri <u>Political Subdivisions</u> (cities, counties, etc.) during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from Missouri <u>Universities</u> during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from <u>Governmental Entities in Other States</u> during the Reporting Quarter:	
Overall Total Payments Received (minus returns & credits) during the Reporting Quarter :	\$0.00
<i>1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)</i>	1.00%
Total Administrative Fee Payment for the Reporting Quarter:	\$0.00
If no payments were received during the Reporting Quarter, check the box below:	
<input type="checkbox"/> No payments were received this calendar quarter for any purchases on the contract identified above.	
Report Contact Name:	
Contact Phone Number:	
Contact Email Address:	
Reporting Quarter (check one):	
<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30
<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31
Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:	
1) Mail: Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) Fax: (573) 526-9815 3) Email: ereports@oa.mo.gov	
Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:	
Method of Payment Used:	
<input type="checkbox"/> Personal check	<input type="checkbox"/> Money Order
<input type="checkbox"/> Company check	<input type="checkbox"/> ACH (Electronic Payment)
<input type="checkbox"/> Cashier's check	
Date of Payment Submission: ___/___/20___ (mm/dd/yyyy)	
Signature of Responsible Party for Report Content:	
Signature: _____	
Title: _____ Date: _____	

**Attachment 5
STATE PURCHASE-FY25-0182-SL**

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage 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 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 by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address:

<http://oa.mo.gov/purchasing/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.

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 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.

*ATTACHMENT 6: FEDERAL FUNDS REQUIREMENTS***1.1 Federal Fund Requirements:**

- 1.1.1 The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.
- 1.1.2 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are 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.
- 1.1.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.4 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.5 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
- 1.1.6 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any

proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
 - d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 1.1.8 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 1.1.9 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.10 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.11 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor's E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status

unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

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

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

- 1.1.12 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

**PURCHASE AGREEMENT
FOR
NEW MOTOR VEHICLES QVL
2026 FORD F250
FOR BOONE COUNTY FACILITY MANAGEMENT DEPARTMENT**

THIS AGREEMENT, C001139, dated the 14 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 **Gary Crossley Ford, LLC** herein “Vendor.”

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

1. **Contract Documents** – This agreement shall consist of this Purchase Agreement with **Gary Crossley Ford, LLC** to furnish and deliver **one (1) New 2026 Ford F250 with Knapheide service body and lift gate** compliant with all bid specifications and any addendum issued for the State of Missouri OA contract **MC250182006**, 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 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 with Boone County Standard Terms & Conditions and the State of Missouri OA contract **MC250182006** shall prevail and control over the vendor’s bid response.
2. **Purchase** – The County agrees to purchase from the Vendor, and the Vendor agrees to supply the County with **one (1) New 2026 Ford F250 with Knapheide service body and lift gate**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response, as needed and as ordered by the County.

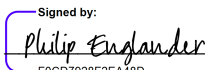
Line Item	Description	Quantity	Unit Price
1.	2026 Ford F250	1	\$44,751.72
2.	Knapheide Service Body	1	\$15,379.10
3.	Lift Gate	1	\$2,950.00
Total:			\$63,080.82

3. **Delivery/Owner’s Manual** – Vendor agrees to deliver the vehicle under the terms as set forth in the contract and coordinate with the County Road & Bridge Department. Delivery shall be to the Boone County Road & Bridge Department, Attn: Greg Edington or Robert Sapp, 5551 Tom Bass Rd., Columbia, MO 65201. Prior to delivery, the Vendor shall contact Robert Sapp at 573-228-1146 to schedule the actual delivery date. The Owner’s Manual for the vehicle shall accompany the vehicle upon delivery.
4. **Warranty** – The standard manufacturer’s warranty, as quoted, shall apply to this purchase.
5. **Title** – Specific instructions about titling the vehicle will be provided by the County at the time the Purchase Order is sent to the contractor. The contractor shall title the vehicle in the name of **Boone County**. Each title shall be sent to this address: 5551 S. Tom Bass Road, Room 201, Columbia, MO 65201.

- 6. **Billing and Payment** – All billing shall be invoiced to Boone County Facility Management Department at 613 E. Ash St., Columbia, MO 65201. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- 7. **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.
- 8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. The County may terminate this agreement due to a material breach of any term or condition of this agreement, or
 - b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by the County, or
 - c. Termination for Convenience - The county may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the contractor, or
 - d. If appropriations are not made available and budgeted for any calendar year.

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

GARY CROSSLEY FORD, LLC

by  _____
Signed by: F0CD7928F2EA48D...

BOONE COUNTY, MISSOURI

by: Boone County Commission

 _____
Signed by: 2B83ECDD7F6E4A6...

Kip Kendrick, Presiding Commissioner

title Fleet Manager

APPROVED AS TO FORM:

 _____
DocuSigned by: 7D71DEAEB9D74DD...

CJ Dykhouse, County Counselor

ATTEST:

 _____
Signed by: 242B827B32F14BF...

Brianna L. Lennon, County Clerk

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

DocuSigned by:
Kyle Riemer
by *J*
8C24BD84EE7A483...

5/7/2026

6100/91400 - \$63,080.82

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 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

ATTACHMENT REVISED PER AMENDMENT 01**ATTACHMENT 1****Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: Boone County

State Agency's Address: 613 E. Ash St.

Point of Contact at State Agency: Brijanna Purdy

State Agency Point of Contact's Phone Number: 573-886-4394

State Agency Point of Contact's Email Address: bpurdy@boonemo.gov

Return Price Quote Request Form to the Following Email Address: bpurdy@boonemo.gov

Price Quote Request Form Issue Date: 04/28/2026

Price Quote Request Form Return No Later Than Date: 05/01/2026

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the lot

Brand: Ford, Chevy, Ram, or Equivalent

Model: F-250 Super Duty, Chevy Silverado 2500HD, Ram 2500, or equivalent

Year: 2026-2024

List of Requested Options/Features from the Manufacturer: See attached Quote Form

List of Requested Options/Features from a Third Party (aftermarket): Please send in your optional features

List of Required Options/Features from the Manufacturer: New or Used

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: One (1)

Delivery Location (if applicable): Columbia, MO

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: Off Lot

Brand: Ford

Model: F250

Vehicle Identification Number (VIN): 1FDBF2BA7TED05717 SUBJECT TO PRIOR SALE

Year: 2026

List of Requested Options/Features from the Manufacturer Proposed: As requested
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: As requested
 List of Required Options/Features from the Manufacturer Proposed: As requested
 List of Required Options/Features from a Third Party (aftermarket) Proposed: As requested
 Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE: Please include the build sheet or copy of the window sticker

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01	
Line Item	Firm, Fixed Price
Vehicle Price	\$ <u>44,751.72</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>15,379.10</u>
DELETED	DELETED
Total Price	\$ <u>60,130.82</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: 10 calendar days ARO.

QVL CONTRACTOR'S INFORMATION	
QVL Contractor's Name:	<u>Gary Crossley Ford</u>
QVL Contractor's Address:	<u>8050 N Church Rd Kansas City, MO 64158</u>
QVL Contractor's Point of Contact:	<u>Phil Englander</u>
QVL Contractor's Point of Contact's Phone Number:	<u>816-883-2208</u>
QVL Contractor's Point of Contact's Email Address:	<u>phil@garycrossleyford.com</u>
Signature of QVL Contractor's Point of Contact:	<u>Phil Englander</u>

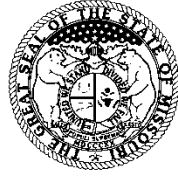
<p>Boone County Facilities Management Quote Request - 2026-2024 Used or New Truck</p>	
<p>Full Price with Knapheide Service Body and Delivery</p>	<p>\$60,130.82</p>
<p>Acceptable Models: New or Used (2024, 2025, or 2026) Regular Cab Service Truck with Knapheide (or Equal) Steel Service Body - Chevrolet Silverado 2500HD, Ford F-250 Super Duty, Dodge Ram 2500, or Equal</p>	
<p>Manufacture Standard Warranty Shall Be Provided - state warranty coverage terms in space to the right (e.g., powertrain, engine, etc.):</p>	<p>3/36 Bumper to Bumper and 5 year 100,000 Mile Powertrain</p>
<p>Delivery Time - When Will Truck Be Available for Delivery?</p>	<p>In stock- 5 to 10 days</p>
<p>Delivery to Boone County - Columbia, Missouri - Total Firm Price (Quote if there is a Deilvery Charge)</p>	<p>\$60,130.82</p>
<p align="center"><u>Specifications - Preferred Features</u></p>	
<p>Body Type: Standard for 2024, 2025, or 2026 Chevrolet Silverado 2500 HD or equal</p>	<p align="center">✓</p>
<p>4X4</p>	<p align="center">✓</p>
<p>Regular Cab</p>	<p align="center">✓</p>
<p>All Manufacturer Standard Equipment and Features Included</p>	<p align="center">✓</p>
<p>6.6L Engine, V8 (L8T), Gas (Direct Injection & Variable Valve Timing)</p>	<p>6.8L GAS</p>

Minimum 401 Horsepower @ 5,200 rpm	405 HP
Minimum 464#/ft torque @ 4,000 rpm	445 FT #S
Brakes: 4 Wheel ABS	✓
Standard GVWR (e.g., 10,000 #s)	9,900 LB GVWR
10-Speed Automatic Transmission (Allison)	10 SPEED TORQUESHIFT
Manufacturer Standard Equipped Air Bags	✓
Remote keyless entry with 2 Transmitters	✓
Tool Cabinet	PART OF SERVICE BODY
Lift Gate (optional pricing)	\$2,950.00
Power Door Locks	✓
Back-up Camera with Back-Up Alarm	✓
Interior	
HVAC System - Manufacturer Standard	✓
40/40/40 Split Front Bench Seat	40/20/40
Rubberized Vinyl Floor Covering	✓
Color: Dark Colors Preferred	MED DARK LSATE VINYL
Exterior	
Color: White - Required	✓
Standard Lighting Package	✓
Service Body - Knapheide or Equal	
Body Type: Service Truck	✓

Body Line: Steel Service Body	✓
Body Model: Knapheide 696 or Equal	✓
Body Material: Minimum 14 gauge Steel	✓
Body Shell Material: Rugged two-sided A-40 galvanized steel complete with undercoating	✓
Body Height: Minimum 40"	✓
Body Length: Minimum 96"	✓
Body Width: Minimum 78"	✓
Body Inside Width: Minimum 49"	✓
Body Color: White	✓
Bumper Material: Galva-Grip or Equal	✓
Bumper Width: Minimum 78"	✓
Compartment: Minimum two (2) adjustable divider shelves and dividers in street and curb-side front	✓
Adjustable Security Ring Strikers - weather tight seal	✓
Interior Latch Cover	✓
Slam-Lock Tailgate	✓
Minimum Manufacturer standard lighting equipped	✓
Ladder Rack - utility bed	✓
Describe other features and any special terms: Attach specifications sheet for vehicle and provide pictures	
Include Owners Manual with Delivery of the Truck	ONLINE AND IN INFOTAINMENT SYSTEM
Details about Titling the Truck and Delivery will be communicated upon award.	



2 Sets of Keys

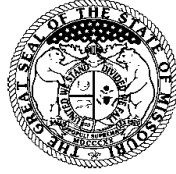
Note: The County will be using weighted criteria in the evaluation of quotes for the truck. The evaluation will use both objective analysis and subjective judgment in conducting a comparative assessment of the offer. Evaluation categories include an assessment of cost, the offeror's experience, expertise and reliability, contractor support and specifications match.



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102
www.oa.mo.gov/purch

CONTRACT NUMBER MC250182006	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER 02	CONTRACT PERIOD July 1, 2026 through June 30, 2027
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS PROACTIS/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
<p>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</p> <p>The State of Missouri hereby exercises its option to renew the contract.</p> <p>All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.</p> <p>SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.</p>	
BUYER Danielle Gesch	BUYER CONTACT INFORMATION Email: Danielle.Gesch@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 03/13/26
DIRECTOR OF PURCHASING  Stacia L. Dawson	



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER MC250182006	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
AMENDMENT NUMBER 01	CONTRACT PERIOD July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS PROACTIS/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract MC250182006 is hereby amended pursuant to the attached amendment #01, dated 09/22/2025.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: Kelsey.Huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/25/25
DIRECTOR OF PURCHASING Karen S. Boeger	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT**

AMENDMENT NO.: 01
CONTRACT NO.: MC250182006
TITLE: Statewide New Motor Vehicles Qualified Vendor's List
ISSUE DATE: 09/22/2025

REQ NO.: N/A
BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
E-MAIL: kelsey.huwe@oa.mo.gov

TO: Gary Crossley Ford
8050 N Church Rd
Kansas City, MO 64158

RETURN AMENDMENT BY NO LATER THAN: 09/29/2025 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

SCAN AND E-MAIL TO:	allyson.daro@oa.mo.gov
FAX TO:	(573) 526-9816

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

**Various State Agencies
Located Throughout the State of Missouri**

SIGNATURE REQUIRED

VENDOR NAME Gary Crossley Ford	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS 8050 N Church Rd	
CITY, STATE, ZIP CODE Kansas City, MO 64158	

CONTACT PERSON Phil Englander	EMAIL ADDRESS phil@garycrossleyford.com
PHONE NUMBER 816-883-2208	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>Phil Englander</i>	DATE 09/22/2025
PRINTED NAME Phil Englander	TITLE Fleet Director

AMENDMENT #01 TO CONTRACT MC250182006

CONTRACT TITLE: **Statewide New Motor Vehicles Qualified Vendor’s List**

CONTRACT PERIOD: **July 1, 2025 through June 30, 2026**

The State of Missouri desires to amend the above-referenced contract, to revise paragraph 2.6.6 and Attachment 1, Price Quote Request Form, New Motor Vehicles.

The following language has been revised as stated below:

1. Paragraph 2.6.6 is revised as follows:
 2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor’s ***firm, fixed price, offered*** in the contractor’s PQF response.

2. Attachment 1, Price Quote Request Form, New Motor Vehicles is revised to remove the “Delivery Price to Location” identified in the QVL contractor’s response to pricing for vehicle section:

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
<i>DELETED</i>	<i>DELETED</i>
Total Price	\$ _____

All revisions are included in ***bold italics***.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto.

The contractor shall sign and return this document, on or before the date indicated, signifying acceptance of the amendment.

ATTACHMENT REVISED PER AMENDMENT 01

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Year: _____

List of Requested Options/Features from the Manufacturer: _____

List of Requested Options/Features from a Third Party (aftermarket): _____

List of Required Options/Features from the Manufacturer: _____

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: _____

Delivery Location (if applicable): _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Vehicle Identification Number (VIN): _____

Year: _____

List of Requested Options/Features from the Manufacturer Proposed: _____
 List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
 List of Required Options/Features from the Manufacturer Proposed: _____
 List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
 Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

TABLE REVISED PER AMENDMENT 01	
Line Item	Firm, Fixed Price
Vehicle Price	\$ _____
Price for Additional Options/Features in Addition to Vehicle Price	\$ _____
DELETED	DELETED
Total Price	\$ _____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____
 QVL Contractor's Address: _____
 QVL Contractor's Point of Contact: _____
 QVL Contractor's Point of Contact's Phone Number: _____
 QVL Contractor's Point of Contact's Email Address: _____
 Signature of QVL Contractor's Point of Contact: _____



NOTICE OF AWARD

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


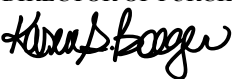
SOLICITATION NUMBER STATE PURCHASE-FY25-0182-SL	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
CONTRACT NUMBER MC250182006	CONTRACT PERIOD July 1, 2025 through June 30, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID/MOVERS SYSTEM ID MB00133454/1003719
CONTRACTOR NAME AND ADDRESS Gary Crossley Ford 8050 N Church Rd Kansas City, MO 64158	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Gary Crossley Ford in response to SOLICITATION/OPPORTUNITY (OPP) NO.: STATE PURCHASE-FY25-0182-SL is accepted in its entirety.	
BUYER Kelsey Huwe	BUYER CONTACT INFORMATION Email: kelsey.huwe@oa.mo.gov Phone: (573) 522-1308 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/25/25
DIRECTOR OF PURCHASING  Karen S. Boeger	

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

STATE PURCHASE-FY25-0182-SL STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:		Gary Crossley Ford	
MissouriBUYS Supplier Number:		1003719	
Point of Contact:		Phil Englander	
Phone Number:	816-883-2208	Email Address:	phil@garycrossleyford.com
Mailing Address:		8050 N Church Rd	
City/State/Zip:		Kansas City, KS 64158	
Vendor Tax Filing Type with IRS (check one):		<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
What date did the vendor's organization begin operation?		Date: 12/29/1959 MM/DD/YYYY	

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

Authorized Signature	Date
	3/18/2025
Printed Name	Title
Philip Englander	Fleet Manager

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

No.	Description	Task Complete
1.	Complete and sign Exhibit A, Proposal Signature Page.	<input checked="" type="checkbox"/>
2.	Complete all information required on Exhibit C, Motor Vehicle Categories.	<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.	<input checked="" type="checkbox"/>
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, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (✓) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles	✓	✓
Light Duty Trucks	✓	✓
Medium Duty Trucks	✓	✓
Work Vans	✓	✓
Cargo Vans	✓	✓
Patrol Vehicles	✓	✓

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	<ul style="list-style-type: none"> • Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle; 4x4; Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	<ul style="list-style-type: none"> • Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Truck; 4x2; Extended Cab

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	<ul style="list-style-type: none"> • 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crew Cab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	<ul style="list-style-type: none"> • One Ton Chassis Cab <u>Drw</u>; 4x2; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Crew Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 4 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Extended Cab • Class 4 Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 5 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Extended Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 5 Chassis Cab <u>Drw</u>; 4x4; Regular Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 6 Chassis Cab <u>Drw</u>; 4x2; Crew Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Regular Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Extended Cab • Class 7 Chassis Cab <u>Drw</u>; 4x2; Crew Cab
Work Vans	<ul style="list-style-type: none"> • Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	<ul style="list-style-type: none"> • Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	<ul style="list-style-type: none"> • Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

EXHIBIT D, PARTICIPATION COMMITMENT

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

Blind/Sheltered Workshop Resources:

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

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

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

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

Participation Commitment Submission Instructions:

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

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

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

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.

EXHIBIT E, DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITION – QUALIFIED SDVE:

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

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

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

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

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

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

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

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. 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)

**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	Gary Crossley Ford	
Charter Number	LC014424005	
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"/>

**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 Gary Crossley Ford (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.

Jeremy Craven
Authorized Representative's Name (Please Print)

[Signature]
Authorized Representative's Signature

Gary Crossley Ford
Company Name

3-13-25
Date

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

BOX D – PUBLIC ENTITY

I certify that _____ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

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

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

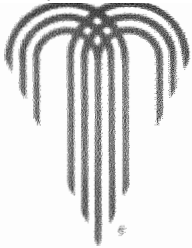
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in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

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

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

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

Vendor Name: <i>Gary Crossley Ford</i>	Vendor's Unique Identity ID Number: [REDACTED]
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org

Website: kcmo.gov/tax

Letter Id: L0208230144

Date: 21-Jan-2025

Taxpayer Id: **-***5475

GARY CROSSLEY FORD LLC
8050 N CHURCH RD
KANSAS CITY MO 64158-1166



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that GARY CROSSLEY FORD LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



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Limited Liability Company Details as of 3/13/2025

Required Field *

File Documents - select the filing from the "Filing Type" drop-down 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](#)

Amendment to Articles of Organization

[ORDER COPIES/ CERTIFICATES](#)

General Information Filings Principal Office Address Contact(s)

Name(s)	GARY CROSSLEY FORD, LLC	Principal Office Address	1100 Main Street, Suite 2121 Kansas City, MO 64105
Type	Limited Liability Company	Charter No.	LC014424005
Domesticity	Domestic	Home State	
Registered Agent	<u>ENSZ & JESTER, P.C.</u> 1100 MAIN ST SUITE 2121 Kansas City, MO 64105	Status	Active
Date Formed	10/29/1959		
Duration	Perpetual		

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

State of Missouri
Office of Administration, Division of Purchasing



Request for Proposal (RFP) for
Statewide New Motor Vehicles Qualified Vendor’s List

SOLICITATION NO.:	STATE PURCHASE-FY25-0182-SL
ISSUE DATE:	FEBRUARY 27, 2025
CONTRACT PERIOD:	DATE OF AWARD THROUGH ONE YEAR
REQUISITION NO.:	N/A

PROPOSAL DUE NO LATER THAN: MARCH 13, 2025 AT 2:00 PM CENTRAL TIME

Proposal response must be submitted electronically through MissouriBUYS, powered by MOVERS, at <https://missouribuys.mo.gov>.
E-mailed, mailed, courier, or hand-delivered proposal responses will not be accepted.

RFP CONTACT INFORMATION:

BUYER: Kelsey Huwe
PHONE NO.: (573) 522-1308
EMAIL: kelsey.huwe@oa.mo.gov

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

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

Various State Agencies
Located Throughout the State of Missouri

ATTENTION:

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

RFP Organization:

RFP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission, Evaluation, and Award Information Section
RFP Vendor Response Exhibits (Return these exhibits with the proposal)	Exhibit A	Proposal Signature Page
	Exhibit B	Proposal Submittal Checklist
	Exhibit C	Motor Vehicle Categories
	Exhibit D	Participation Commitment
	Exhibit E	Documentation of Intent to Participate
	Exhibit F	Missouri Service-Disabled Veteran Business Enterprise Preference
	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	Price Quote Request Form, New Motor Vehicles
	Attachment 2	Domestic Product Procurement Act (Buy American) Preference
	Attachment 3	Motor Vehicle Price Quote Request Form Award Record
	Attachment 4	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 5	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report
	Attachment 6	Federal Funds Requirements

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

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request for competitive, sealed proposals to establish a supply channel for acquiring new motor vehicles off contractor’s lots and/or manufacturer designated fleet vehicles for various state agencies located throughout the state of Missouri (hereinafter referred to as agency). Acquisitions will be processed by means of establishing a Qualified Vendor List (QVL) of vehicle dealers and/or manufacturers to serve as a market supply channel to the State of Missouri in accordance with the requirements and provisions specified herein. For purposes of the contract, manufacturer designated fleet vehicles (hereinafter referred to as “fleet vehicles”) are defined as the vehicles purchased through the manufacturer’s fleet program.

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

1.1.2 Vendors are advised that agencies will only be purchasing from a dealer’s lot or from a vendor’s list of inventory, defined as any variation of a requested vehicle’s brand/model which has been manufactured by Chevrolet, Ford, Dodge, Chrysler, Jeep, or Ram which meets the requirements and provisions specified herein and within the agency’s Price Quote Form.

1.1.3 The purpose of this QVL is to enable a more seamless procurement process, foster competition, and promote a reasonable delivery of new motor vehicles regardless of market volatility, with consideration to a dealer’s ability to locate available motor vehicles on short notice and the inability to hold pricing for a substantial amount of time.

1.1.4 The State of Missouri intends to establish contracts with multiple vendors for use on an as needed, if needed basis in accordance with the usage and quoting requirements specified herein. Contract awards will be made based upon the vendor’s compliance with the requirements specified herein. The awarded contracts shall not be viewed as exclusive contracts. The state reserves the right to issue subsequent solicitations for the same or similar supplies.

1.1.5 Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

1.2 Background and Historical Usage Information:

1.2.1 For information purposes, the dollar amounts encumbered under the current contracts for fiscal years 2024 and 2025, to date, are listed below:

Contract Number	FY 2024	FY 2025 (To Date)
CC240138001	\$79,050.00	\$91,222.00
CC240138002	\$953,285.84	\$50,627.00
CC240138003	\$563,398.00	\$1,953,196.00
CC240138004	\$151,190.00	\$0.00
CC240138005	\$3,441,943.00	\$789,439.00
CC240138006	\$130,446.00	\$0.00
CC240138007	\$354,779.00	\$174,984.00
CC240138008	\$8,348,793.00	\$1,971,946.00
CC240138009	\$683,128.00	\$2,463,799.00
CC240138010	\$334,170.85	\$546,143.00
CC240138011	\$77,054.00	\$0.00
CC240753001	\$270,559.00	\$61,175.00

Contract Number	FY 2024	FY 2025 (To Date)
CC240753002	\$0.00	\$0.00
CC240753003	\$324,080.00	\$0.00
CC241440001	\$0.00	\$0.00
CC241440002	\$2,213.79	\$0.00
MC250061001	\$0.00	\$0.00
MC250061002	\$0.00	\$0.00
MC250061003	\$0.00	\$0.00

1.3 Current Contract Information:

1.3.1 Current contracts exist for the products being obtained via this RFP. A copy of the contracts can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.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 numbers RFPC30034902400138, RFPC30034902400753, RFPC30034902401440, and STATE PURCHASE-FY25-0061-SL or the contract numbers CC240138001-011, CC240753001-003, CC241440001-002, and MC250061001-003 when searching for these documents.

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

1.4 RFP Questions:

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

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

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

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

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- 1.4.4 State's Response to Vendor Questions: Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an RFP amendment. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal amendment to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).
- 1.4.5 RFP is State's Only Official Position: The only official position of the State of Missouri shall be that which is contained in the RFP and any amendments thereto.
- 1.5 **Amendments:**
- 1.5.1 If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP amendment(s) prior to the proposal end date and time.
- 1.6 **Glossary of Terms and Acronyms:**
- 1.6.1 Whenever the following terms and acronyms appear in the RFP document or any amendment thereto, the definitions or meanings described below shall apply.
- 1.6.2 General Glossary, Acronyms, and Abbreviations:
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Amendment** means a written, official modification to a solicitation or contract.
 - c. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Buyer** means the procurement staff member of Purchasing.
 - e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
 - g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract.
 - h. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
 - i. **May** means that a certain feature, component, or action is permissible, but not required.
 - j. **Must** means that a certain feature, component, or action is a mandatory condition.
 - k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - l. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the proposal prior to the specified proposal end date and time.
 - m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
 - n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
 - o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
 - p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Vendor Submission, Evaluation, and

Award Information; and the RFP Vendor Response Exhibits, Attachments, and Amendments of the RFP.

- q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- r. **Shall** has the same meaning as the word must.
- s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- t. **State** collectively referring to the state government and/or the agencies thereof.
- u. **Supplier** has the same meaning as the word, vendor.
- v. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

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

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

1.7 Accuracy of Background Information:

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

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

STATE PURCHASE-FY25-0182-SL**2. SCOPE OF WORK SECTION****2.1 General Requirements:**

2.1.1 The contractor must supply new motor vehicles off the QVL contractor's lot and/or manufacturer designated fleet vehicles, based on the award that has been approved by the Division of Purchasing's Notice of Contract Award to STATE PURCHASE-FY25-0182-SL or by a properly executed contract amendment, subsequently issued by the Division of Purchasing.

- a. For purposes of this document, a new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, regardless of the model year of the vehicle.
- b. For purposes of this document, a new fleet motor vehicle shall mean a vehicle which has never been owned except by a manufacturer, distributor, or dealer and has never been registered, and of the current model year of the vehicle.

2.1.2 **Mandatory Use of Contract:** The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing the services shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall understand and agree that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.

2.1.3 **Cooperative Procurement Program:** The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.1.4 **Other Agencies May Order:** The Division of Purchasing reserves the right to allow other state agencies and government entities (e.g. cities, counties, etc.) to order from the contract. The State of Missouri shall bear no financial responsibility for any payments due the contractor by non-state governmental entities (e.g. cities, counties, etc.).

2.1.5 **Contractor's Obligation:** Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the new vehicles required herein.

2.2 Single Point of Contact and Responsibility:

2.2.1 The contractor shall be the single point of contact for the state agency or public entity and shall be responsible for the contract, regardless of any subcontract arrangements, including all contract use issues, which may consist of the following:

- a. Ordering;
- b. Invoicing;
- c. Delivery;
- d. Titling; and
- e. Payment.

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2.2.2 As the single point of contact, the contractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the contractor provide a back-up representative as well. The contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The contractor's customer service representative must be available to the State of Missouri during the contractor's regular operating hours. The contractor's customer service representative(s) shall be available to the state agencies by phone, fax, or email.

- a. The contractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.

2.3 Corporate Average Fuel Economy Standard Requirements:

2.3.1 The contractor shall only provide motor vehicles, or variations thereof, which meet the federal government's Corporate Average Fuel Economy (CAFE) standard, as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of motor vehicles stated in STATE PURCHASE-FY25-0182-SL.

2.4 Warranty Requirements:

2.4.1 The contractor shall understand and agree that the Manufacturer's Standard Factory Warranty shall apply to all motor vehicles and a properly executed warranty must be delivered with a purchased motor vehicle. The contractor shall further understand and agree that the warranty shall not become effective until the motor vehicle is delivered to and accepted by the state agency.

2.4.2 All warranty service must be performed in Missouri.

2.5 Potential Recall or Manufacturer Initiated Customer Service Action/Notification Requirements:

2.5.1 The contractor shall be responsible for accessing potential recall notices from NHTSA, as well as any manufacturer-initiated customer service actions, prior to delivering a purchased motor vehicle(s) to the state agency. If a recall or customer service action is found for a purchased motor vehicle being delivered to the state agency, the contractor should, to the best ability, complete the necessary action(s) prior to delivery. If the contractor is unable to address the required recall or customer service action(s) prior to delivery, the contractor must inform the state agency of the "open" recall or customer service action upon delivery. The contractor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

2.6 Price Quote Form Requirements:

2.6.1 Throughout the contract period as a state agency has a need for an off the lot or fleet vehicle, the state agency will contact all contractors who were awarded the requested motor vehicle category to obtain firm, fixed price quotes in response to Attachment 1, Price Quote Request Form, New Vehicles (hereinafter referred to as the PQF). The state agency's quote request will include the specifications and the quantity of motor vehicles required. The state agency's quote request will also indicate if the state agency desires or requires any additional options or non-standard features (upgrades) to be included with the motor vehicle.

2.6.2 The contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes, purchase orders placed, and products received under the contract.

2.6.3 The contractor(s) who were awarded the specific motor vehicle category and purchase type (fleet or off the lot) will be contacted by a state agency via email and presented with the PQF. The contractor shall complete and return the PQF by the specified deadline in order for the contractor's quoted firm, fixed price to be considered. The contractor should include a copy of the specification sheet for the motor vehicle proposed with the contractor's response to the PQF. If awarded the price quote, the contractor's firm, fixed price

quoted for the specific purchase shall be contractually binding on the contractor for that specific order placement and fulfillment.

- a. Pricing: The contractor(s) shall price the specific motor vehicle based on the requested quantity, the mandatory specifications provided by the state agency, including any additional options or features requested or required to be provided with the motor vehicle in the PQF.
 - 1) State agencies may request additional options or features to be added to the motor vehicle being purchased from the contractor and any options or features desired beyond the standard model specifications will be identified by the state agency at the time of PQF issuance. In the case that multiple versions of the same option or feature are proposed as a separate price in addition to the motor vehicle price, the highest price for the options and features proposed shall be used for the cost evaluation purposes to determine the maximum liability to the state.
 - 2) If additional options and features are already installed on the motor vehicle, then the contractor shall price the motor vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features.
 - 3) If the PQF requests or requires options and features that are not currently installed on the motor vehicle proposed by the contractor, then the contractor must price those options and features separately, to ensure that the motor vehicle proposed meets the requirements identified in the PQF.
 - 4) Off the Lot Purchases – If a contractor has a motor vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the motor vehicle also includes additional options not requested by the state agency, then the contractor should provide a PQF response that specifies the additional options already installed on the motor vehicle that the state agency did not request.
 - 5) Fleet Purchases Only – The contractor must provide the specific motor vehicle requested in the PQF, including all specified additional options identified in the PQF, unless the contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the PQF request.
 - 6) If the contractor is unable to provide all motor vehicles and quantities identified in a PQF, the contractor should respond to the PQF with the vehicles and quantities the contractor is capable of providing that meet the requirements of the PQF (e.g. if the PQF requests three (3) mid-size 4-door sedans that use regular unleaded fuel, but the contractor only has one (1) vehicle that meets the requirements on the contractor's lot, the contractor may respond to the PQF with the one (1) vehicle available).
 - 7) The contractor may respond to the PQF with multiple responses if the contractor is capable of meeting the requirements of the PQF with different motor vehicles or combination of motor vehicles available on the contractor's lot or fleet availability.
 - 8) Shipping from a dealer or manufacturer outside of Missouri to a contractor's location, in order for the contractor to satisfy the completed PQF, shall be the responsibility of the contractor and shall take place at the pricing submitted on the PQF.
 - 9) All pricing shall include all shipping, and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping beyond the pricing submitted on the PQF.

- 10) The state agency shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - b. Domestic Products Procurement Act: In accordance with the Buy American Act, the contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the contractor(s) complete and return Attachment 2, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance at the time of each price quote request, which must be thoroughly completed and returned with the completed PQF for each price quote request.
- 2.6.4 In the event a contractor cannot provide the motor vehicle requested by the state agency, the contractor should return the PQF to the state agency indicating a “No Bid” response.
 - 2.6.5 The contractor(s) shall understand and agree that each price quote response submitted shall be considered an open record after the PQF has been awarded, unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The contractor(s) should **NOT** include confidential material with the contractor’s PQF response.
 - 2.6.6 Any motor vehicle preparation costs or a round trip per mile delivery charge shall be included in the contractor’s PQF response.
- 2.7 Price Quote Form Evaluation:**
- 2.7.1 State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the contractors that submitted a response to a PQF. Contractors shall not face consequences for selling an off the lot motor vehicle to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs.
 - 2.7.2 The PQF shall be awarded to the lowest and best contractor defined herein as the specification-compliant contractor who scores the highest number of evaluation points considering the following:
 - a. The specifications and contents included on Attachment 1, Price Quote Form and Attachment 3, Motor Vehicle Price Quote Request Form (PQF) Award Record;
 - b. Cost, including the Missouri Domestic Products Procurement Act preference;
 - c. Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the contractor’s awarded proposal; and
 - d. As applicable, when alternative fuel motor vehicles are solicited, a life cycle cost evaluation based on the requirements stated in Chapter 414.415 RSMo has been performed, as required herein.
 - 2.7.3 The contractor shall understand and agree that PQF evaluations, conducted by the Missouri State Highway Patrol (MSHP) may include the following exceptions:
 - a. At the discretion of MSHP, the evaluation of PQF responses may give consideration to security requirements or patrol vehicle necessities over the evaluation of cost.
 - b. Such consideration shall be clearly documented in the evaluation prior to awarding a purchase order and made public to all contractors who responded to the PQF.
 - 2.7.4 Evaluation of Cost – The state agency shall determine the lowest priced contractor by performing a cost evaluation in the following manner:
 - 1) The firm, fixed total motor vehicle price submitted for the motor vehicle(s) specified on the PQF shall be multiplied by the respective requested quantity stated in the PQF to determine the total extended

price. The firm, fixed total motor vehicle price used for cost evaluation purposes shall include the motor vehicle base price, all options and features proposed (regardless of whether the options or features have already installed on the motor vehicle or would be installed after PQF award) and the delivery price. The total extended price for the motor vehicle shall then be combined with any application of the Domestic Product Act (Buy American) Preference as detailed below.

a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- Contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over contractors whose products do not qualify.
- The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
- If the lowest priced contractor qualifies as American-made or in the event all of the contractors or none of the contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced contractor does not qualify for the Buy American Preference but other contractors do qualify, then the lowest contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
- If any products offered are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details with the PQF.

2) Upon determination of each contractor's total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

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

3) For those contractors awarded bonus preference points (for an Organization for the Blind/Sheltered Workshop and/or a qualified Service-Disabled Veteran Enterprise) during the evaluation of STATE PURCHASE-FY25-0182-SL, such bonus preference points shall be added to the contractor's cost evaluation points. The contractor that meets or exceeds the state agency's minimum requirements with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best contractor. The lowest and best contractor will be awarded the purchase requested on the PQF.

4) In the event all PQF responses fail to meet the state agency's needs, the state agency may reject all PQF responses and cancel the request for price quote.

5) The state agency reserves the right to award one, some, or all of the motor vehicles in a PQF to one contractor. In the event a state agency decides to award to multiple contractors, the above cost evaluation will be conducted per motor vehicle to determine the lowest and best contractor for each motor vehicle.

6) In addition to the cost evaluation language identified above, in accordance with Chapter 414.415 RSMo, a life cycle cost evaluation will be conducted by the state agency for fleet vehicles when alternative fuel vehicles are offered. The evaluation of cost shall be completed as a life cycle cost

analysis based on the quoted firm, fixed vehicle base price, included in the response to the PQF, using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

$$LCC = UP + \frac{(LV \times GC)}{MPG}$$

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed

LV = Life of vehicle is 120,000 miles

GC = Gasoline cost per gallon for this PQF response will be the current average price for Mid-Missouri on the due date of the PQF

MPG = Miles per gallon, combined city/highway mileage as stated by the vendor for each model

NOTE: If there is an inconsistency between the contractor's responses for the combined city/highway mileage, the state agency shall contact the manufacturer representative for all models quoted for that line item to verify the information. If the combined city/highway mileage is not provided by the contractor for the model proposed, the state agency reserves the right to use the EPA combined city/highway mileage as state at www.fueleconomy.gov when determining the life cycle cost per model. If the combined city/highway mileage is not available at www.fueleconomy.gov, the state agency reserves the right to contact the manufacturer to receive the combined city/highway mileage.

- 2.7.5 The state agency will document the state agency's evaluation justification regarding the state agency's award determination of the "lowest and best" PQF response(s) at the time the quote is awarded.
- 2.7.6 The state agency will provide all responding contractors of the results of the awarded PQF, by providing a copy of the completed Attachment 3, Motor Vehicle Price Quote Request Form Award Record. The contractor shall understand and agree that the state agency's acceptance of the awarded PQF, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.
- 2.8 **Purchase Order Requirements:**
- 2.8.1 Prior to making a new motor vehicle purchase, the state agency must complete a vehicle pre-approval form and submit to the State Fleet Manager at FleetManagement@oa.mo.gov. The vehicle pre-approval form can be found at: <https://oa.mo.gov/general-services/state-fleet-management/vehicle-preapproval-process-and-vehicle-credits>.
- 2.8.2 The state agency shall purchase the products specified in the awarded PQF from the awarded contractor (as determined herein). The contractor will not be held to the requirements identified below if the state agency fails to award the PQF within the forty-eight (48) hour timeframe and failure of the state agency to communicate a delay occurs, as required herein.
- a. If the contractor cannot provide the awarded products in the PQF, the contractor may be considered in breach of contract and subject to the remedies specified herein.
 - b. The state agency shall document each instance of the contractor's inability to provide the awarded products as required. If the contractor continually or consistently is unable to provide the awarded products as required, the Division of Purchasing may elect to cancel the applicable contractor's contract.

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- c. If the contractor who was awarded a PQF cannot fulfill the award, then, with prior approval of the Division of Purchasing, the state agency reserves the right to use the next highest scoring contractor (as determined herein).
- 2.8.3 Contractors shall make every attempt to process a purchase order within forty-eight (48) hours of receipt. With the volatility of the market and the short turnaround time of order bank availability, it is imperative that the awarded contractor process orders in a timely manner.
- 2.9 **Order Documentation Requirements:**
- 2.9.1 At no cost to the State of Missouri, and upon request of the state agency, the contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each motor vehicle.
- 2.10 **Financial Responsibility Requirements:**
- 2.10.1 The State of Missouri recognizes that dealerships may make financial arrangements that result in a finance company retaining a security interest in motor vehicles that the State of Missouri purchases, until such time as the dealership receives payment in full for those motor vehicles. The contractor shall understand and agree that a separate "Acknowledgement of Security Interest and Assignment" or similar document shall not be necessary and shall not be signed by the State of Missouri.
- 2.11 **Performance/Product Requirements:**
- 2.11.1 Estimated Quantities: The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.11.2 Replacement of Damaged Product: The contractor shall repair or replace any item or components received in damaged condition at no cost to the State of Missouri. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.
- 2.11.3 Delivery Requirements: The contractor's delivery for all motor vehicles shall be due, as indicated by the state agency on the PQF or as stated in the contractor's response to a PQF, whichever the state agency requests and approves. Failure by the contractor to deliver according to the specified requirements may result in contract cancellation and suspension from future vendor's list, unless the delivery issues are attributed to the manufacturer being unable to fulfill fleet vehicle purchase orders due to time and/or supply constraints.
- a. The contractor and/or the contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order for the motor vehicle(s) the contractor is awarded. The contractor's delivery shall include unloading shipments at the state agency's location or other designated unloading site as requested by the state agency. The contractor's orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.
 - b. The contractor shall not attempt to make delivery to any state agency on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
 - c. The contractor shall deliver all motor vehicles with the proper documentation to apply for Missouri title and license, including the Manufacturer's State of Origin and invoice.
 - d. The contractor shall deliver all motor vehicles with an owner's manual.

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- e. The contractor's deliveries must be coordinated with the state agency. The contractor must call the state agency 24 hours prior to making an appointment for a delivery.
- f. In the event the contractor fails to deliver a motor vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar motor vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of contractor responsibility in the delay.
- g. Within forty-eight (48) hours of delivery, the state agency shall fully inspect the motor vehicle's interior and exterior, including any options required on the motor vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to a delivered motor vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the motor vehicle as acceptable. State agencies are advised to ensure the proper measures are taken as it relates to insuring motor vehicles, beyond the forty-eight (48) hour acceptance timeframe.
- h. The contractor shall ensure that all motor vehicles are delivered clean, lubricated, serviced and ready for immediate service, which shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the motor vehicle. The window sticker may be left in the "glove box" or included with other documentation.

2.12 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.12.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all motor vehicles provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.12.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.12.3 Payments shall be made using one of the following acceptable payment methods:
 - a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 2.12.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.13 Missouri Statewide Contract Quarterly Administrative Fee Report:

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

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

2.13.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 4**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

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

OR

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

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

2.14 Missouri Statewide Contract Quarterly Usage Report:

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

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.

Data Element	Description
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 5** which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.15 Financial Records and Document Retention:

- 2.15.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.15.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.

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

2.16 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.16.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.16.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.
 - a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.
 - b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS (WebProcure/Proactis) vendor registration.
 - c. Each contractor invoice must include the invoice number, which shall be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
 - d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
 - e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
- 2.16.3 Payment: Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
 - a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
 - b. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- 2.16.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 2.16.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.16.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.16.7 The total payments to the contractor for all vehicles shall not exceed the prices provided in the contractor's PQF response to the agency.
- 2.16.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

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

STATE PURCHASE-FY25-0182-SL**3. TERMS AND CONDITIONS SECTION****3.1 Applicable Laws and Regulations:**

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

3.2 Non-Discrimination and Affirmative Action:

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

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

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

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

3.5 Business Registration:

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

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

STATE PURCHASE-FY25-0182-SL**3.8 Indemnification:**

3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

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

3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

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

3.10 Negotiations:

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

3.11 Federal Funds Requirements:

3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in **Attachment 6** or other requirements identified by the federal government.

3.12 Invoicing and Payment:

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

3.13 Non-Appropriation of Funds:

3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14 Open Records:

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

3.15 Prison Rape Elimination Act (PREA) Requirements:

- 3.15.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.15.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.15.3 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.15.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.15.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.15.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.15.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3.16 Protests:

- 3.16.1 Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.

3.17 Record Access:

- 3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.18 State Preferences:

3.18.1 If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:

- a. Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- b. Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
- c. Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops; and
- d. Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.

3.19 Taxes:

3.19.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

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

STATE PURCHASE-FY25-0182-SL**4. GENERAL CONTRACTUAL REQUIREMENTS SECTION****4.1 Contract Definition:**

4.1.1 A binding contract shall consist of the following documents:

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

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

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

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

4.1.5 The contractor shall agree to furnish all awarded vehicles specified in the contract, at the prices quoted therein.

4.1.6 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of vehicles or a directive to proceed with services. Before providing vehicles for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization to proceed from the state, such as an order form, (in addition to the Division of Purchasing's "notice of award").

4.2 Contract Amendment:

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

4.3 Contract Period:

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

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

4.4 Contract Pricing:

4.4.1 The state shall not pay nor be liable for any other additional costs, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, liquidated damages, attorney fees, etc.

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4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

4.6 Cancellation for Breach of Contract:

4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.

4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.6.3 If the Division of Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.

4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 Contract Assignment:

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

4.8 Contractor Liability:

4.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

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- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.9 Insurance:

- 4.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.10 Contractor Status:

- 4.10.1 The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

4.11 Subcontractors:

- 4.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 4.11.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.11.3 The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

4.12 Participation by Other Organizations:

- 4.12.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.

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

4.13 Coordination:

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

4.14 Property of State:

- 4.14.1 All documents furnished by the contractor, in relation to any motor vehicle, pursuant to the terms of the contract, shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

4.15 Force Majeure:

- 4.15.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

STATE PURCHASE-FY25-0182-SL**4.16 Actions, Suits, or Proceedings:**

- 4.16.1 The contractor must notify the State of Missouri immediately if the contractor becomes aware of any action, suit, or proceeding, pending or threatened that will have a material adverse effect on contractor's ability to fulfill the obligations under the contract. The contractor's public filings with the United States Securities and Exchange Commission (SEC) shall meet the notice requirement set forth herein.
- 4.16.2 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.17 Warranties and Representations:

- 4.17.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. Conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. Be fit and sufficient for the purpose expressed in the RFP,
 - c. For any goods provided, be merchantable,
 - d. Be of good materials and workmanship, and
 - e. Be reasonably free from defect.
- 4.17.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.18 Conflict of Interest:

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

4.19 Remedies and Rights:

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

4.20 Communications and Notices:

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

4.21 Survivability of Terms:

- 4.21.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, transition, data, security, examination and auditing, third party use, licenses, liability, insurance, governing law, venue,

remedy, and assignment shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

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

STATE PURCHASE-FY25-0182-SL**5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION****5.1 Proposal Submission Overview:**

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

5.2 Preparation of Proposals:

- 5.2.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
- 5.2.2 RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.
 - a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP amendments. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.
 - b. In order for the vendor to be considered for the Statewide New Motor Vehicle QVL, the vendor must complete **Exhibit C, Motor Vehicle Categories** to identify the proposed category(ies) the vendor selects to provide.
 - c. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.

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- 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

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

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

5.4 Confidentiality and Proprietary Materials:

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

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

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

5.4.4 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire proposal;
- b. Vendor's pricing;
- c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
- d. Vendor's experience information including customer lists or references; and
- e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

5.5.1 Foreign vendors who do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.

- a. When submitting a proposal, the vendors who do not have an IRS Employer Identification Number should attach a note to the front page of their proposal advising the Division of Purchasing if: (1) a

completed and signed W-8 form is included with the proposal or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.

- b. Foreign vendors that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.6 Online Submission of Solicitation Response:

5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS, powered by MOVERS in a “Prospective” or “Spend Authorized” registration status. The vendor must achieve “Approved” registration status in MissouriBUYS (WebProcure/Proactis) and “Spend Authorized” registration status in MissouriBUYS, powered by MOVERS in order to be considered for a contract award. MissouriBUYS, powered by MOVERS is the State of Missouri’s web-based procurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.

5.6.2 The registered vendor must submit their sealed proposal electronically through MissouriBUYS, powered by MOVERS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor’s organization and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered vendors must submit their proposal electronically through MissouriBUYS, powered by MOVERS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including **Exhibit A, Proposal Signature Page** and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required documentation. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS, powered by MOVERS website at: <https://missouribuys.mo.gov/media/pdf/movers-bid-response-instructions> (see Bid Response Instructions for MissouriBUYS, powered by MOVERS). Electronic responses shall not be submitted via email.
- b. The exhibits, forms, and the Motor Vehicle Categories provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS, powered by MOVERS. Other information requested or required may be sent as an attachment in MissouriBUYS, powered by MOVERS. Be sure to include the solicitation number, company name, and a contact name on any electronic attachments. All of the vendor’s response attachments should be searchable. Each attachment submitted in MissouriBUYS, powered by MOVERS must not exceed a 100MB file size.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a

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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.

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- 5.7.2 Late Proposals: Proposals which are not received in the MissouriBUYS, powered by MOVERS System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.
- 5.8 **Evaluation Process:**
- 5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).
- 5.8.2 Compliance Review: Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
 - c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
 - d. The Division of Purchasing reserves the right to reject any and all proposals.
 - e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.3 Business Compliance Requirements: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.** In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority

be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

- c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
- d. **Business Compliance Exhibit J, Employee/Conflict of Interest.**
- e. **Business Compliance Exhibit K, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID**.
- f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.8.4 Competitive Negotiation of Proposals: The vendor is advised that under the provisions of the Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received throughout the duration of the evaluation process or to award a contract without negotiations.

- a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo, 1 CSR 40-1.050(22), and any specific terms of this RFP.
- b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)
- c. Negotiations may be conducted in person, in writing, or by telephone.
- d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

- e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.
 - f. The vendor's methodology, or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
 - h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
 - i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- 5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 5.8.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- 5.8.7 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.
- 5.8.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:
- a. Organization for the Blind and Sheltered Workshop Participation Prerequisites: In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
 - b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points: A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's response lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- d. If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
 - e. Blind or Sheltered Workshop Commitment: If the vendor's response is awarded and the vendor received evaluation consideration for the Blind or Sheltered Workshop portion, the organization for the blind or sheltered workshop participation committed to by the vendor in the Participation Commitment Table shall be interpreted as a contractual requirement. The awarded vendor shall be expected to meet the participation commitment regardless of the products and/or services purchased by the state from the contract.
- 5.8.9 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to vendors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference** with the solicitation. If the solicitation does not include the completed **Exhibit F** in accordance with the instructions provided therein, no preference points will be applied. In order to be considered a qualified SDVE for purposes of this RFP, the vendor must be certified

as an SDVE by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.

5.9 Award Determination:

- 5.9.1 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 5.9.2 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.
- 5.9.3 Determination of Awards: In order to ensure adequate vehicle supply availability throughout the state agency locations and to meet the potentially high demand for vehicles, the State of Missouri anticipates awarding contracts to all vendors determined to be responsive to the requirements of the RFP. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.
- 5.9.4 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.9.5 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

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

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

STATE PURCHASE-FY25-0182-SL STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Vendor's Organization Name:			
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

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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 all information required on Exhibit C, Motor Vehicle Categories.	<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.	<input type="checkbox"/>
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, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated the vendor can provide in the table below and as awarded to the contractor.

The vendor shall indicate the motor vehicle category(s) the vendor proposes to provide by placing a check mark (√) in the blank provided next to each category proposed in the table provided below. The vendor should indicate whether the vendor proposes to provide motor vehicles off the lot, fleet, or both off the lot and fleet.

Motor Vehicle Category	Off The Lot Vehicles	Fleet Vehicles
Passenger Vehicles		
Light Duty Trucks		
Medium Duty Trucks		
Work Vans		
Cargo Vans		
Patrol Vehicles		

The following vehicles are included in the Motor Vehicle Categories identified above:

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Passenger Vehicles	<ul style="list-style-type: none"> • Mid-Size; 4-Door Sedan; Regular Unleaded Fuel • Full-Size; 4-Door Sedan; Regular Unleaded Fuel • Compact; 4-Door; Electric • Compact; Crossover; Regular Unleaded Fuel • Small Sport Utility Vehicle; 4x4; Hybrid • Small Sport Utility Vehicle; 4x4 • Mid-Size/Standard Sport Utility Vehicle; 4x4, Regular Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4, Alternative Fuel • Mid-Size/Standard Sport Utility Vehicle; 4x4; Hybrid • Small/Mid-Size Crossover Vehicle; AWD • Standard/Full-Size Crossover Vehicle; AWD; 6-Cylinder • Seven (7) Passenger, Mini-Van; Alternative Fuel • Seven (7) Passenger, Mini-Van; Regular Fuel • Twelve (12) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van • Fifteen (15) Passenger Full-Size Van, DRW • Full Size Sport Utility Vehicle; 4x4, Regular Fuel • Small Sport Utility Vehicle; Plug-In Hybrid • Electric Sport Utility Vehicle
Light Duty Trucks	<ul style="list-style-type: none"> • Small/Mid-Size Truck; 4x2; Extended Cab • Small/Mid-Size Truck; 4x4; Extended Cab • Half Ton Truck; 4x2; Regular Cab; Alternative Fuel • Half Ton Truck; 4x2; Extended Cab; Alternative Fuel • Half Ton Truck; 4x4; Regular Cab; Alternative Fuel • Half Ton Truck; 4x4; Extended Cab; Alternative Fuel • Half Ton Truck; 4x2; Regular Cab; Regular Fuel • Half Ton Truck; 4x2; Extended Cab; Regular Fuel • Half Ton Truck; 4x4; Regular Cab; Regular Fuel • Half Ton Truck; 4x4; Extended Cab; Regular Fuel • 3/4 Ton Truck; 4x2; Regular Cab • 3/4 Ton Truck; 4x2; Extended Cab

Motor Vehicle Category	Motor Vehicles Included in the Vehicle Category
Light Duty Trucks (continued)	<ul style="list-style-type: none"> • 3/4 Ton Truck; 4x4; Regular Cab • 3/4 Ton Truck; 4x4; Extended Cab • One Ton Truck; 4x2; Regular Cab • One Ton Truck; 4x2; Extended Cab • One Ton Truck; 4x4; Regular Cab • One Ton Truck; 4x4; Extended Cab • Small Truck; All-Wheel Drive; Crewcab • Half Ton Truck; 4x4; Crew Cab; Electric
Medium Duty Trucks	<ul style="list-style-type: none"> • One Ton Chassis Cab <u>Drw</u>; 4x2; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x2; Crew Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Regular Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Extended Cab • One Ton Chassis Cab <u>Drw</u>; 4x4; Crew Cab • Class 4 Chassis Cab Drw; 4x2; Regular Cab • Class 4 Chassis Cab Drw; 4x2; Extended Cab • Class 4 Chassis Cab Drw; 4x2; Crew Cab • Class 4 Chassis Cab Drw; 4x4; Regular Cab • Class 4 Chassis Cab Drw; 4x4; Extended Cab • Class 4 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x2; Regular Cab • Class 5 Chassis Cab Drw; 4x2; Extended Cab • Class 5 Chassis Cab Drw; 4x2; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 5 Chassis Cab Drw; 4x4; Extended Cab • Class 5 Chassis Cab Drw; 4x4; Crew Cab • Class 5 Chassis Cab Drw; 4x4; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Regular Cab • Class 6 Chassis Cab Drw; 4x2; Extended Cab • Class 6 Chassis Cab Drw; 4x2; Crew Cab • Class 7 Chassis Cab Drw; 4x2; Regular Cab • Class 7 Chassis Cab Drw; 4x2; Extended Cab • Class 7 Chassis Cab Drw; 4x2; Crew Cab
Work Vans	<ul style="list-style-type: none"> • Cargo Mini-Van, Regular Fuel • Cargo Mini-Van, Alternative Fuel
Cargo Vans	<ul style="list-style-type: none"> • Full-Size Cargo Van • Full-Size Electric Cargo Van
Patrol Vehicles	<ul style="list-style-type: none"> • Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle • Chevrolet Tahoe 4WD Special Service Vehicle • Dodge Charger Pursuit All-Wheel Drive Sedan • Dodge Durango Pursuit All-Wheel Drive Sport Utility Vehicle • Dodge Durango Special Service Package Rear Wheel Drive Sport Utility Vehicle • Ford Police Interceptor Utility • Ford F-150 Police Responder Supercrew • Ford Expedition Special Services Vehicle • Ford Transit Van 250 AWD • Ford Transit Van 350 Dual Rear Wheel AWD

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EXHIBIT D, PARTICIPATION COMMITMENT

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

Blind/Sheltered Workshop Resources:

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

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

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

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

Participation Commitment Submission Instructions:

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

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

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

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.

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind _____ Sheltered Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

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

Date

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITION – QUALIFIED SDVE:

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

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

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

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

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of **Exhibit A, Proposal Signature Page** of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

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

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

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

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

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. 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"/>

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

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

BOX A NON COMPANY ENTITY	
<p>I certify that _____ (Entity Name) currently <u>DOES NOT MEET</u> 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) <u>MEETS</u> the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

BOX C COMPANY ENTITY WITH TEN OR MORE EMPLOYEES	
<p>I certify that _____ (Company Name) <u>MEETS</u> the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.</p>	
<p>_____ Authorized Representative’s Name (Please Print)</p>	<p>_____ Authorized Representative’s Signature</p>
<p>_____ Company Name</p>	<p>_____ Date</p>

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

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

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

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

Vendor Name:	Vendor’s Unique Identity ID Number:
Parent Organization’s Name:	Parent Organizations Unique Identity ID Number:

ATTACHMENT 1

Price Quote Request Form, New Motor Vehicles

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

TO BE COMPLETED BY THE STATE AGENCY

State Agency Name: _____

State Agency's Address: _____

Point of Contact at State Agency: _____

State Agency Point of Contact's Phone Number: _____

State Agency Point of Contact's Email Address: _____

Return Price Quote Request Form to the Following Email Address: _____

Price Quote Request Form Issue Date: _____

Price Quote Request Form Return No Later Than Date: _____

STATE AGENCY'S VEHICLE REQUIREMENTS:

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Year: _____

List of Requested Options/Features from the Manufacturer: _____

List of Requested Options/Features from a Third Party (aftermarket): _____

List of Required Options/Features from the Manufacturer: _____

List of Required Options/Features from a Third Party (aftermarket): _____

Quantity: _____

Delivery Location (if applicable): _____

QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: _____

Brand: _____

Model: _____

Vehicle Identification Number (VIN): _____

Year: _____

List of Requested Options/Features from the Manufacturer Proposed: _____

List of Requested Options/Features from a Third Party (aftermarket) Proposed: _____
 List of Required Options/Features from the Manufacturer Proposed: _____
 List of Required Options/Features from a Third Party (aftermarket) Proposed: _____
 Quantity Proposed: _____

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

Line Item	Firm, Fixed Price
Vehicle Price	\$_____
Price for Additional Options/Features in Addition to Vehicle Price	\$_____
Delivery Price to Location Identified Above	\$_____
Total Price	\$_____

NOTE: COST EVALUATION: Objective Evaluation of 200 points

DELIVERY:

If vendor should identify delivery in days after receipt of order: _____ calendar days ARO.

QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: _____
 QVL Contractor's Address: _____
 QVL Contractor's Point of Contact: _____
 QVL Contractor's Point of Contact's Phone Number: _____
 QVL Contractor's Point of Contact's Email Address: _____
 Signature of QVL Contractor's Point of Contact: _____

ATTACHMENT 2
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

In accordance with sections 34.350-34.359, RSMo, the vendor is instructed to provide information regarding the point of manufacture for each of the products being proposed so that the product’s eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The vendor may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty, law, agreement, or regulation that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE VENDOR MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products proposed are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products proposed are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products proposed fall into the prior two categories so an item-by-item certification is necessary.

The vendor is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON’T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products proposed are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS PROPOSED FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is proposed, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)			
List item numbers of products proposed that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.			
List U.S. city and state where products proposed are manufactured or produced.			
Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)			
List item numbers of products proposed that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.			
List country where product proposed is manufactured or produced.			
Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

Attachment 2 continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
 Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
 NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
 Identify country where proposed foreign-made product is manufactured or produced.
 Identify sole US manufacturer name.
 Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The vendor is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)
COMPANY NAME

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**Attachment 3
Motor Vehicle Price Quote Request Form Award Record**

State Agency Information

Agency Name:			
Contact Person:		Title:	
Phone Numbers:	Primary:		
Email Address:			

Awarded Contractor Information

Contractor Name:			
Street Address:			
City, State, Zip:			
Contact Person:		Title:	
Phone Numbers:	Primary:		
Email Address:			

Vendor List - Include Qualified Vendor Names that were notified of the Price Quote Request Form.

1		2	
3		4	

Bid Responses - Include the following information regarding the Price Quote Request Form responses received. (Add additional Bid Responses as needed)

Bid Response 1:

Vendor Name:					Response Date:			
Person Contacted				Bid Type	Email	Phone	Mail	Fax
Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)		

Bid Response 2:

Vendor Name:					Response Date:			
Person Contacted				Bid Type	Email	Phone	Mail	Fax

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Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)

Bid Response 3:

Vendor Name:				Response Date:				
Person Contacted		Bid Type		Email	Phone		Mail	Fax
Vehicle Brand	Vehicle Model	Vehicle VIN	Vehicle Year	Quantity Proposed	Vehicle Price	Did Vehicle Meet Minimum Specifications (Y/N)		

Award Determination: (If awarding by line item and making awards to multiple awards based on responses to a Price Quote Request Form, then the state agency must specifically identify the quantity awarded to each QVL contractor along with any other specific details that would describe the award determination that occurred.)

I HEREBY CERTIFY THAT THE PRICE QUOTE REQUEST FORM RESPONSES IDENTIFIED ABOVE ARE CORRECT AS STATED AND THAT I HAVE NOT REVEALED A VENDOR'S RESPONSE TO ANY OTHER VENDOR OR PERSON.

Purchaser's Printed Name:		Agency Name	
Purchaser's Signature		Date	

State Fleet Manager Approval of Purchase:	
State Fleet Manager's Printed Name	
State Fleet Manager's Signature	Approval Date

**Attachment 4
STATE PURCHASE-FY25-0182-SL**

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.	
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.
Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.	
If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.	
Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.	

Attachment 4

MOStatewide Contract Administrative Fee Report STATE PURCHASE-FY25-0182-SL

Contractor Name:	
Statewide Contract Number:	
Date Report Submitted:	
Administrative Fee Payment Calculation: <i>(If no payments received during Reporting Quarter, skip to next section)</i>	
Total Payments Received (minus returns & credits) from Missouri <u>State Agencies</u> during the Reporting Quarter :	
Total Payments Received (minus returns & credits) from Missouri <u>Political Subdivisions</u> (cities, counties, etc.) during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from Missouri <u>Universities</u> during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from <u>Governmental Entities in Other States</u> during the Reporting Quarter:	
Overall Total Payments Received (minus returns & credits) during the Reporting Quarter :	\$0.00
<i>1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)</i>	1.00%
Total Administrative Fee Payment for the Reporting Quarter:	\$0.00
If no payments were received during the Reporting Quarter, check the box below:	
[] No payments were received this calendar quarter for any purchases on the contract identified above.	
Report Contact Name:	
Contact Phone Number:	
Contact Email Address:	
Reporting Quarter (check one):	
[] January 1 - March 31	[] April 1 - June 30
[] July 1 - September 30	[] October 1 - December 31
Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:	
1) Mail: Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) Fax: (573) 526-9815 3) Email: ereports@oa.mo.gov	
Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:	
Method of Payment Used:	
[] Personal check	[] Money Order
[] Company check	[] ACH (Electronic Payment)
[] Cashier's check	
Date of Payment Submission: ___/___/20___ (mm/dd/yyyy)	
Signature of Responsible Party for Report Content:	
Signature: _____	
Title: _____ Date: _____	

Attachment 5
STATE PURCHASE-FY25-0182-SL

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage 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 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 by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address: <http://oa.mo.gov/purchasing/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.

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 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.

Attachment 5: STATE PURCHASE-FY25-0182-SL - Missouri Statewide Contract Quarterly Usage Report

Contractor Name:		Report Contact Name:		Contact Email Address:			
Statewide Contract Number:		Contact Phone Number:		Date Report Submitted:			
If no purchases were made during the reporting quarter, check the box below: <input type="checkbox"/> No purchases were made during this quarter on the contract identified above.				Reporting Quarter: (check one)		<input type="checkbox"/> January 1 - March 31 <input type="checkbox"/> April 1 - June 30	
		<input type="checkbox"/> July 1 - September 30 <input type="checkbox"/> October 1 - December 31					
Entity Type*	Customer Name	Product or Service Description	Purchase Authorization Number/Identifier	Contract Line Item Number	Quantity Delivered	Unit Price Charged	Extended Price
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
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							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Overall Total of Purchases							\$0.00

* Entity Type: "S" = Missouri state agency; "P" = Missouri political subdivision; "U" = Missouri university; "O" = political subdivision or state entity from other state

*ATTACHMENT 6: FEDERAL FUNDS REQUIREMENTS***1.1 Federal Fund Requirements:**

- 1.1.1 The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.
- 1.1.2 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are 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.
- 1.1.3 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.4 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.5 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
- 1.1.6 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any

proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
 - d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 1.1.8 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.
- 1.1.9 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.
- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.10 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.11 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor's E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status

unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:

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

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

- 1.1.12 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

Certificate Of Completion

Envelope Id: 342C63A1-11E9-8EE4-838C-27A9AF0DB109

Status: Completed

Subject: Contract for C001139 (MC250182006) - 2026 Ford F250 for Boone County Facility Management Dept

Source Envelope:

Document Pages: 104

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Brijanna Purdy

AutoNav: Enabled

5551 S. Tom Bass Road

Envelopeld Stamping: Enabled

Columbia, MO 65201

Time Zone: (UTC-06:00) Central Time (US & Canada)

bpurdy@boonemo.gov

IP Address: 66.112.45.23

Record Tracking

Status: Original

Holder: Brijanna Purdy

Location: DocuSign

5/6/2026 4:56:16 PM

bpurdy@boonemo.gov

Security Appliance Status: Connected

Pool: StateLocal

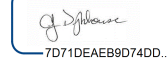
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Signature

Timestamp

CJ Dykhouse

DocuSigned by:



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Sent: 5/6/2026 4:59:43 PM

CDykhouse@boonemo.gov

Viewed: 5/7/2026 8:32:34 AM

Director

Signed: 5/7/2026 8:34:30 AM

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(None)

Signature Adoption: Uploaded Signature Image

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Jacob Flowers

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JFlowers@boonemo.gov

Viewed: 5/7/2026 8:35:41 AM

Boone County

Signed: 5/7/2026 8:37:46 AM

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(None)

Signature Adoption: Uploaded Signature Image

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Philip Englander

Signed by:



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Sent: 5/7/2026 8:37:48 AM

phil@garycrossleyford.com

Viewed: 5/7/2026 9:05:23 AM

Fleet Manager

Signed: 5/7/2026 9:05:38 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Kip Kendrick

Signed by:



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Sent: 5/14/2026 2:38:33 PM

KKendrick@boonemo.gov

Viewed: 5/14/2026 2:39:32 PM

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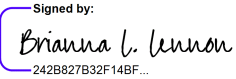
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue; font-size: 1.2em;">VIEWED</div> Using IP Address: 66.112.45.20	Sent: 5/7/2026 9:05:40 AM Viewed: 5/7/2026 3:42:48 PM
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Electronic Record and Signature Disclosure:
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Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue; font-size: 1.2em;">VIEWED</div> Using IP Address: 66.112.45.20	Sent: 5/7/2026 3:42:50 PM Viewed: 5/14/2026 2:38:32 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Auditor addocusign@boonemo.gov Boone County Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/6/2026 4:59:43 PM
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Electronic Record and Signature Disclosure:
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Janet Thompson JThompson@boonemo.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 5/7/2026 3:42:48 PM
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/14/2026 2:41:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Boone County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Boone County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: helpdesk@boonecountymo.org

To advise Boone County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at helpdesk@boonecountymo.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Boone County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Boone County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Boone County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Boone County during the course of your relationship with Boone County.

CERTIFIED COPY OF ORDER

May Session of the January Adjourned

STATE OF MISSOURI }
County of Boone } ea.

Term. 20 26

In the County Commission of said county, on the 14th 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 Amendment 1 to Contract C000872 (43-28OCT24) with Mid-State Petroleum Equipment, Inc. The terms of the agreement are set out in the attached contract, and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEO
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Purchasing

Amy Gerskin
Buyer



5551 S. Tom Bass Rd.
Room 205
Columbia, MO 65201
Phone: (573) 886-4393
agerskin@boonemo.gov

TO: Boone County Commission
FROM: Amy Gerskin
DATE: May 13, 2026
RE: Amendment 1 to C000872 (43-28OCT24) – New Turnkey Fuel Systems for Boone County Road & Bridge and the Boone County Sheriff's Office

Contract C000872 from request for bid 43-28OCT24 for New Turnkey Fuel Systems for Boone County Road & Bridge and the Boone County Sheriff's Office with Mid-State Petroleum Equipment, Inc. was approved on January 14, 2025, on commission order 22-2025 for a total of \$1,200,003.63.

Purchasing requests approval of Amendment 1 to correct a clerical inconsistency in the contract documents regarding duplicate pricing pages. Amendment 1 identifies the pricing page that matches the agreed-upon project total, and incorporates it as the official and controlling pricing page.

cc: Greg Edington, Robert Sapp, Road & Bridge

Bid File

Commission Order: 250-2026

Date: 05/14/2026

**CONTRACT AMENDMENT NUMBER ONE
NEW TURNKEY FUEL SYSTEMS FOR BC ROAD & BRIDGE AND SHERIFF'S OFFICE**

The Agreement **C000872 (43-28OCT24)**, dated the 14th day of January 2025, made by and between Boone County, Missouri, and **Mid-State Petroleum Equipment, Inc.**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **The purpose** of this Amendment is to correct a clerical inconsistency in the Contract documents related to duplicate pricing pages (pages 5 and 9) and to clearly identify the agreed-upon pricing. The County and Contractor acknowledge that the executed Contract Documents include two (2) versions of section **4.9. Pricing** that contains conflicting pricing information. The County further finds that only one of these documents reflects the agreed-upon total project pricing of \$1,200,003.63 as accepted by the County Commission in the award of this Contract.

The Parties agree that page 5 of the executed contract, attached as Amendment One – Attachment One, is the accurate and controlling pricing document. This document is hereby incorporated into the Contract as the official pricing page

2. All other terms and conditions of the original contract shall remain the same and apply hereto.

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

**MID-STATE PETROLEUM
EQUIPMENT, INC.**

BOONE COUNTY, MISSOURI

Signed by:
By Steve Brandt
FAFAAC0F22C746B...

By: Boone County Commission

Title President

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

Signed by:
CJ Dykhouse
7D0B24974C0D4D1...

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 SR
E3D6F2FD3CE04B1...

4/23/2026

6240/92700 – No Encumbrance Required

Signature

Date

Appropriation Account

Amendment One – Attachment One

Docusign Envelope ID: 3014CFBA-03DC-4A2A-8E26-0260DBFF4457

4.9. PRICING:

Item:	Description:	Qty:	Units:	Unit Price:
ROAD & BRIDGE: Existing USTs				
4.9.1.	Excavation and removal of existing 6,000-gal Underground Storage Tank	1	LS	\$ 11,595. ⁹²
4.9.2.	Excavation and removal of existing 12,000-gal Underground Storage Tank	1	LS	\$ 24,550. ⁹²
4.9.3.	Excavation and removal of existing product lines, concrete, and fuel system	1	LS	\$ 16,750. ⁹²
4.9.4.	Handling and disposal of contaminated soil (up to 150 tons)	1	LS	\$ 36,475. ⁹²
ROAD & BRIDGE: Installation of New Turnkey, including USTs and Systems				
4.9.5.	Furnishing, delivery, and installation of new USTs, Islands, Dispensers, and FMUs	1	LS	\$ 551,995. ⁹⁷
4.9.6.	Furnishing, delivery, and installation of Canopy	1	LS	\$ 101,930. ⁹²
SHERIFF'S OFFICE: Existing USTs				
4.9.7.	Removal and disposal of two (2) 4,000-gallon underground storage tanks.	1	LS	\$ 18,750. ⁹²
4.9.8.	Excavation and removal of existing product lines, concrete, and fuel system	1	LS	\$ 8005. ⁹²
4.9.9.	Handling and disposal of contaminated soil (up to 150 tons)	1	LS	\$ 29,605. ⁹²
SHERIFF'S OFFICE: Installation of New Turnkey, including USTs and Systems				
4.9.10.	Furnishing, delivery, and installation of new USTs, Islands, Dispensers, and FMUs	1	LS	\$ 331,570. ⁹²
4.9.11.	Furnishing, delivery, and installation of Canopy	1	LS	\$ 68,777. ⁹²
GENERAL:				
4.9.12.	Handling and disposal of contaminated soil that exceeds 150 tons (per ton)	1	Ton	\$ 165/ton

743,295.⁹⁷

5456,707.⁹⁸

\$ 1,200,603.³⁰

4.9.13. Please attach a fee schedule/labor and equipment rate for any additional services, equipment, mobilizations, or labor that may be needed in addition to the items listed above.

4.9.14. Please attach contractor's warranty statement

4.9.15. Minimum discount for all product lines introduced after the inception of the contract and all existing lines not specified herein:

15 %

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

Commission Order: 250-2026

Date: 05/14/2026

**CONTRACT AMENDMENT NUMBER ONE
NEW TURNKEY FUEL SYSTEMS FOR BC ROAD & BRIDGE AND SHERIFF'S OFFICE**

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EQUIPMENT, INC.**

BOONE COUNTY, MISSOURI

Signed by:
By Steve Brandt
FAFAAC0F22C746B...

By: Boone County Commission

Title President

DocuSigned by:
Kip Kendrick
57400BED96434D4...

Kip Kendrick, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

Signed by:
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7D0B24974C0D4D1...

CJ Dykhouse, County Counselor

Signed by:
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Brianna L. Lennon, County Clerk

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DocuSigned by:
Kyle Rieman
by SR
E3D6F2FD3CE04B1...

4/23/2026

6240/92700 – No Encumbrance Required

Signature

Date

Appropriation Account

Amendment One – Attachment One

Docusign Envelope ID: 3014CFBA-03DC-4A2A-8E26-0260DBFF4457

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4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

Certificate Of Completion

Envelope Id: 0D5FE389-3863-456D-BB3B-D26AF165A108

Status: Completed

Subject: Contract Amendment for Signature for Boone County: C000872 (43-28OCT24) - New Turnkey Fuel Systems

Source Envelope:

Document Pages: 2

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amy Gerskin

AutoNav: Enabled

5551 S. Tom Bass Road

Envelopeld Stamping: Enabled

Columbia, MO 65201

Time Zone: (UTC-06:00) Central Time (US & Canada)

agerskin@boonemo.gov

IP Address: 66.112.45.23

Record Tracking

Status: Original

Holder: Amy Gerskin

Location: DocuSign

4/22/2026 10:09:56 AM

agerskin@boonemo.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

CJ Dykhouse

CDykhouse@boonecountymmo.org

Security Level: Email, Account Authentication
(None)

Signed by:



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Signed: 4/22/2026 11:16:38 AM

Signature Adoption: Pre-selected Style

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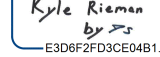
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Jeff Shockley

JShockley@boonemo.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Electronic Record and Signature Disclosure:

Accepted: 4/23/2026 9:55:25 AM

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Steve Brandt

Sbrandt@midstatepetro.com

President

Security Level: Email, Account Authentication
(None)

Signed by:



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Resent: 4/28/2026 3:22:51 PM

Resent: 4/30/2026 10:40:21 AM

Resent: 5/4/2026 11:18:36 AM

Resent: 5/5/2026 3:37:25 PM

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Electronic Record and Signature Disclosure:

Accepted: 12/31/2024 10:32:32 AM

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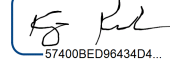
Kip Kendrick

KKendrick@boonecountymmo.org

Presiding Commissioner, Boone County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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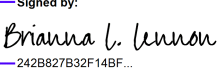
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Signature Adoption: Drawn on Device

Using IP Address: 66.112.45.20

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Brianna L. Lennon RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<p>Signed by:  <small>242B827B32F14BF...</small></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 66.112.45.20</p>	Sent: 5/14/2026 2:40:28 PM Viewed: 5/14/2026 2:54:28 PM Signed: 5/14/2026 2:54:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> <p>Using IP Address: 66.112.45.20</p>	Sent: 5/8/2026 8:19:06 AM Viewed: 5/11/2026 10:01:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Rhonda Proctor RProctor@boonemo.gov Chief Deputy County Clerk Boone County, Missouri Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> <p>Using IP Address: 66.112.45.20</p>	Sent: 5/11/2026 10:01:05 AM Viewed: 5/14/2026 2:39:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Auditor addocusign@boonecountymmo.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/22/2026 10:32:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Janet Thompson JThompson@boonecountymmo.org Dist. I Commissioner Boone County Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 5/11/2026 10:01:04 AM
Electronic Record and Signature Disclosure: Accepted: 1/17/2019 1:59:51 PM ID: ecc88e2b-f349-44fb-8667-bb45f0b3f3c2		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/22/2026 10:32:44 AM
Certified Delivered	Security Checked	5/14/2026 2:54:28 PM
Signing Complete	Security Checked	5/14/2026 2:54:58 PM
Completed	Security Checked	5/14/2026 2:54:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Boone County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Boone County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: helpdesk@boonecountymo.org

To advise Boone County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at helpdesk@boonecountymo.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Boone County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Boone County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to helpdesk@boonecountymo.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Boone County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Boone County during the course of your relationship with Boone County.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20²⁶

County of Boone

14th

day of May

20²⁶

In the County Commission of said county, on the

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 list of Surplus Disposal.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEU
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jamet M. Thompson
Jamet 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
RE: Computer and Peripheral Surplus Disposal
DATE: May 13, 2026

The Purchasing Department requests permission to dispose of the following list of surplus PC & Peripheral equipment through the MRC Recycling Center. MRC Recycling will pick up our surplus for \$100.00 per truckload. Extra charges may apply for items like televisions, freon removal, etc. I have enclosed a schedule of possible fees. They are a State of Missouri, DNR Level Four recycling center. No computer items are land-filled. Purchasing will obtain a Certificate of Destruction, and we will let them know that we want everything recycled, not reused, so nothing ends up in the landfill.

Before Computer Surplus coming to Purchasing for disposal, Information Technology has removed the hard drives for destruction by their department. Their procedure for PC disposal is:

Once all the data is copied or recovered for the user, IT removes the hard drive and memory from the PC. The memory is held to be used for upgrading other PCs in the county that can benefit. IT sometimes removes parts that can be used as spare if the model is current enough. (i.e. Power Supplies, Video Cards, etc.) The hard drive is held for a minimum of 30 days in case a user identifies something missing. After 30 days IT may reuse the hard drive in other county PCs if there are failures. If a hard drive goes unused or fails and IT needs to physically dispose of it, they drill a 5/8" hole through the drive and the data platters. Once IT has a collection of "drilled" drives, they deliver them to PC recycling vendor, MRC Recycling Center.

MRC Recycling Center certifies that they have picked up the following items and that all items will be recycled, not reused, so nothing ends up in the landfill.

Signature: _____

Date: _____

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	NA	List of items	NA	JJC	Broken	NA
2.	NA	Server Bracket	NA	IT	No longer needed	NA

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
3.	NA	Cash Drawer	NA	IT	Broken	NA
4.	NA	Box of chords	NA	IT	No Longer Needed	NA
5.	NA	Box of chords	NA	IT	No Longer Needed	NA
6.	NA	Jogger	Martin Tale	IT	No longer needed	NA
7.	NA	Power Chors, Brackets, ETC	NA	IT	No longer needed	NA
8.	NA	Backup UPS	NA	IT	No Longer Needed	NA
9.	NA	Tripp-like UPS	NA	IT	No Longer Needed	NA
10.	NA	Avigilon Server	NA	IT	No Longer Needed	1R47B42
11.	NA	Printer	Laser Jet	Circuit Clerk	Replaced	CNDCGD121X
12.	NA	Printer	Laser Jet	Circuit Clerk	Replaced	CNDCGD122G
13.	NA	Fax Machine	Brother Laser	County Clerk	No longer needed	NA
14.	NA	Assorted Toner	NA	County Clerk	No Longer Needed	NA

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
15.	25093	Laptop	HP	Prosecuting Attorney	Replaced	NA
16.	24751	Laptop	Dell	Collector	Replaced	NA
17.	24750	Laptop	Dell	Collector	Replaced	NA
18.	24716	Laptop	Dell	Sheriff	Replaced	NA
19.	24697	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
20.	24696	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
21.	24695	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
22.	24694	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
23.	24693	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
24.	24692	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
25.	24691	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
26.	24690	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
27.	24689	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
28.	24688	Laptop	Lenovo Thinkpad	Sheriff	Replaced	NA
29.	24652	Laptop	Dell	Sheriff	Replaced	NA
30.	24390	Desktop	Compaq	Circuit Clerk	Replaced	MXLO26429K
31.	24045	15" Notebook Computer	Probook	Courthouse IT	Routine Replacement	5CG9493R89
32.	23947	Desktop	Compaq	Circuit Clerk	Replaced	MCL9424D7K
33.	23152	Desktop	Compaq	Circuit Clerk	Replaced	2UA85026HK
34.	22939	Monitor	Samsung	Community Children's Services	Replaced	NA
35.	22897	PC	Omni-Com	ECC IT	No Longer Needed	130SS731166
36.	22896	PC	Omni-Com	ECC IT	No Longer Needed	13053956942
37.	22895	PC	Omni-Com	ECC IT	No Longer Needed	13047286430
38.	22566	Monitor	HP	Sheriff	No longer needed	NA

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
39.	22159	Server	HP	IT	No Longer Needed	NA
40.	21906	Monitor	HP	Sheriff	No longer needed	NA
41.	21435	PC Workstation	HP	IT	Replaced	NA
42.	21381	PC Workstation	HP	IT	Replaced	NA
43.	21379	PC Workstation	HP	IT	Replaced	NA
44.	20667	PC Workstation	HP	IT	Replaced	NA
45.	19454	Monitor	HP	IT	Replaced	NA
46.	18478	Switch	Cisco	Sheriff	Replaced	NA
47.	17675	HD Drive External	IO Safe	Prosecuting Attorney	No Longer Needed – IT will dispose	NA
48.	17534	Desktop	Compaq	Circuit Clerk	Replaced	MCLO4811KR
49.	17075	Desktop	Compaq	Circuit Clerk	Replaced	MXL0040DHW
50.	15564	15" Notebook Computer	Probook	Courthouse IT	Routine Replacement	CNU6161N4J

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
51.	15514	Desktop	Compaq	Circuit Clerk	Replaced	2UA61740ZV
52.	14903	Printer	HP Laserjet	Facility Management	No Longer Using	CNFL039293
53.	05833	Portable Radio	Unknown	Joint Communication	Poor	7120323
54.	05829	Portable Radio	Unknown	Joint Communication	Poor	7080526
55.	05113	Portable Radio	Unknown	Joint Communication	Poor	501349
56.	21444	Desktop	NA	Circuit Clerk	Replaced	2UA7051QD0
57.						
58.						
59.						
60.						
61.						
62.						

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
63						

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20²⁶

County of Boone

14th

day of May

20²⁶

In the County Commission of said county, on the

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 list of Surplus Disposal.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon *SEO*
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing
Brijanna Purdy
Buyer



5551 Tom Bass Rd
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
RE: Surplus Disposal
DATE: May 13, 2026

The Purchasing Department respectfully requests approval for the following items that were returned to the vendors due to the warranty agreements for each item.

	Asset #	Description	Make & Model	Department	Condition of Asset
1.	15948	Printer	Lexmark	Sheriff	Return to Manufacturer
2.	18131	Printer	Lexmark	Sheriff	Return to Manufacturer
3.	18792	Printer	Lexmark	HR	Return to Manufacturer

cc: Jacob Flowers, Auditor Surplus File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

May Session of the January Adjourned

Term. 20²⁶

County of Boone

14th

day of May

20²⁶

In the County Commission of said county, on the

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 list of Surplus Disposal.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEU
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Jane M. Thompson
Jane M. Thompson
District II Commissioner

Boone County Purchasing
Brijanna Purdy
Purchasing Assistant



5551 Tom Bass Rd
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: Brijanna Purdy
RE: Surplus Disposal
DATE: May 13, 2026

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset
1.	NA	Various Modular Desk Units	NA	County Clerk	Fair to Good
2.	NA	Office Desk	NA	IT Mailroom	Fair to Good
3.	NA	Shelving Piece (3)	NA	IT Mailroom	Fair to Good
4.	NA	Large Desk	NA	County Clerk	Fair to Good
5.	NA	Black Mobile Workstation	NA	Circuit Clerk	Good
6.	NA	CorkBoard	NA	IT	Fair to Good
7.	NA	Whiteboard	NA	IT	No Longer Needed

8.	NA	6 Office Chairs	NA	Circuit Clerk	Poor
9.	NA	2 Office Chairs	NA	Court Admin	Poor
10.	NA	Office Chair	NA	Court Admin	Poor
11.	NA	Office Chair	NA	Court Admin	Poor
12.	NA	Chair	NA	IT Mailroom	Poor
13.	NA	Mail Dolley	NA	No Longer Needed	Used
14.	NA	Over 100 Portable Radios	NA	No Longer Needed	Used but working
15.	23	Large Filing Cabinet	NA	IT	Used
16.	09759 , 09760	Metal Bookshelves	NA	County Clerk	Fair to Good
17.					

cc: Heather Acton, Jacob Flowers, Auditor Surplus File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the January Adjourned

Term. 20²⁶

County of Boone

14th

day of May

20²⁶

In the County Commission of said county, on the

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

Now, on this day, the County Commission of the County of Boone does hereby approve Change Order #6 to Boone County Sheriff's Office – Regional Training Center Fueling Area. The terms of the change order are set out in the attached, and the Presiding Commissioner is authorized to sign the same.

Done this 14th day of May 2026.

ATTEST:

Brianna L. Lennon SEU
Brianna L. Lennon
Clerk of the County Commission

Kip Kendrick
Kip Kendrick
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CHANGE ORDER

PROJECT:
 Boone County Sheriff's Office-New Regional
 Training Center Project
 Bid Number 03-07MAR24

CHANGE ORDER NUMBER: **06**
DATE OF ISSUANCE: 03/30/2026
CONTRACT DATE: 04/04/2024

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

PWA PROJECT NUMBER: 202301.01

TO CONTRACTOR:
 Reinhardt Construction, LLC.
 2401 Bernadette Dr, Ste 109
 Columbia, MO 65203

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

Change Order Number 06:

All work listed in this change is for the New Fueling Area at the new Training Center and concrete slab replacement at the original Fueling Area.

The Contract is changed as follows:

- Item #1: Additional work for layout, forming and isolation of the pump area concrete as required for the new underground fuel tanks.....**\$ 12,324.64**
- Item #2: Repaving of the original fuel island tank on the circle drive following removal of the old tanks.....**\$ 21,355.58**
- Item #3: Installation of the County provided shed for fuel pump control equipment including moving the building, a new slab for the building, securing the building and new power to the shed.....**\$ 37,573.56**
- Total Items #1 Through #3 above.....\$ 71,253.78**

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


The original Contract Sum was	\$ 12,169,022.00
Net change by previously authorized Change Orders	\$ 442,531.19
The Contract Sum prior to this Change Order was	\$ 12,611,553.19
The Contract Sum will be increased/ decreased by this Change Order in the amount of	\$ 71,253.78
The new Contract Sum including this Change Order will be	\$ 12,682,806.97
The Original Contract Time prior to this change for the project was	595 days
Contract Period for Construction is Increased/ Decreased by	81 days
New Contract Period for New Building and Site	676 days
Contract Completion Date is	March 4, 2026

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

BY 

DATE 03-30-2026

CONTRACTOR
Reinhardt Construction, LLC.
Kevin Harvey
Project Manager

BY 

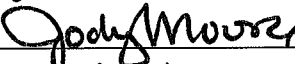
DATE April 14, 2026

OWNER
Boone County, Missouri
Kip Kendrick
Presiding Commissioner

BY 

DATE 5/14/26

OWNER'S REPRESENTATIVE
Boone County, Missouri
Jody Moore
Deputy Director, Facilities
Management

BY 

DATE 5/15/2026