

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

29th

day of

August

20

17

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Katie Patterson on behalf of John G. Grone Family LLC for an Equine Boarding and Training facility on 36.12 acres located at 1801 N Route Z, Columbia., subject to the following condition:

The number of horses on the property be limited to no more than thirty (30).

Done this 29th day of August, 2017.

ATTEST:


Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

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Term. 20 17

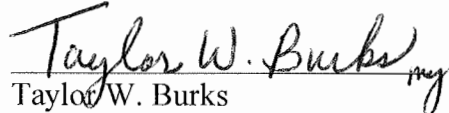
In the County Commission of said county, on the 29th day of August 20 17

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

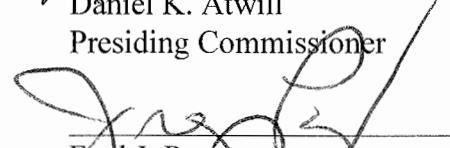
Now on this day the County Commission of the County of Boone does hereby **approve** the request by the James-Mary Coats Trust to rezone from R-S (Residential Single-Family) to A-2 (Agriculture) on 11 acres, more or less, located at 10500 S. Rt. N, Columbia.

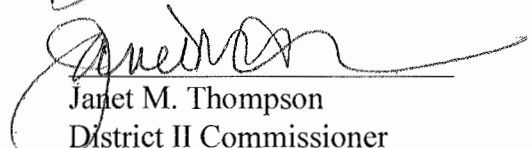
Done this 29th day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

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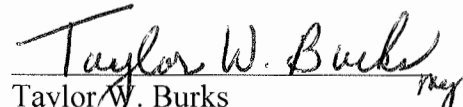
the following, among other proceedings, were had, viz:

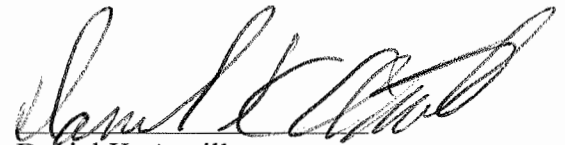
Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by Tompkins Homes and Development for permission to vacate and re-plat lots 31 and 32 of Sugartree Hill subdivision as recorded in Plat Book 10, Page 96 of Boone County Records.

Said vacation is not to take place until the re-plat is approved.


Done this 29th day of August, 2017.

ATTEST:

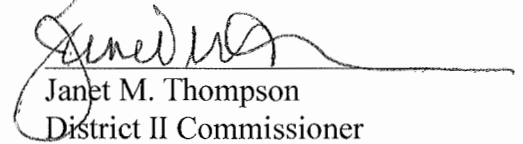

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
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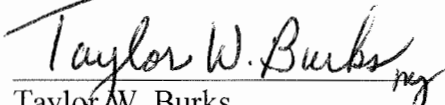
In the County Commission of said county, on the 29th day of August 20 17


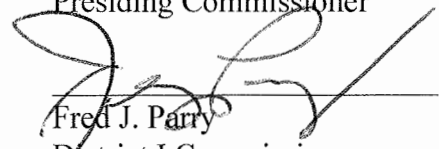
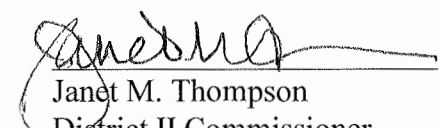
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by RRJK LLC to approve a Final Development Plan for Reeves Development on 90 acres, more or less, located at 7601 N. Rte. Z, Columbia.

Done this 29th day of August, 2017.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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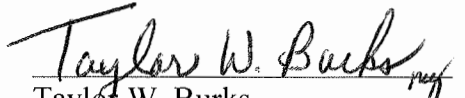
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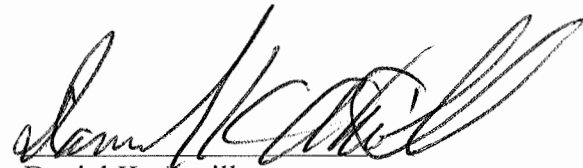
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the Presiding Commissioner to sign them:

- Otten. SS8-T49N-R11W. A-2. Samuel and Chelsea Otten, owners. Kevin M. Schweikert, surveyor.
- Reeves. S8-T49N-R11W. A-1P. RRJK LLC, owner. Kevin M. Schweikert, surveyor.
- Rokes Bend Plat 2. S20-T47N-R13W. A-2. Tompkins Homes and Development Inc., owner. David W. Borden, surveyor.

Done this 29th day of August, 2017.

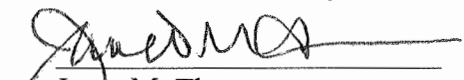
ATTEST:


 Taylor W. Burks
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner


 Fred J. Parry
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

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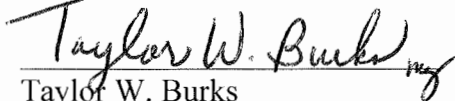
the following, among other proceedings, were had, viz:

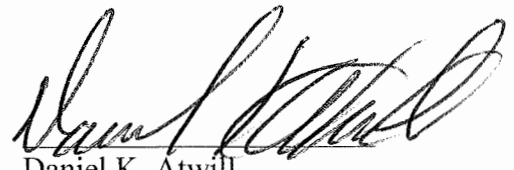
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract CC160735003 – Law Enforcement/Public Safety Gear/Supplies/Equipment to purchase discounted law enforcement and public safety gear and supplies from Ed Roehr Auto Radio Company d/b/a Ed Roehr Safety Products Co.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Law Enforcement/Public Safety Gear and Supplies.


Done this 29th day of August, 2017

ATTEST:

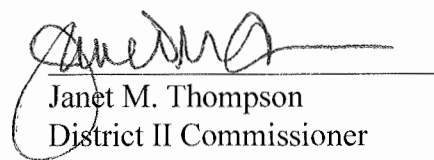

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

387-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 17, 2017
RE: Cooperative Contract: CC160735003 – Law Enforcement/Public Safety
Gear/Supplies/Equipment

Boone County Sheriff Department requests permission to utilize the State of Missouri cooperative contract *CC160735003* to purchase discounted law enforcement and public safety gear and supplies from Ed Roehr Auto Radio Company d.b.a Ed Roehr Safety Products Co.

This is a term and supply contract and will be paid from departments 1251 – Sheriff, 2901 – Sheriff Operations LE Sales Tax and account 23300 - Uniforms.

cc: Leasa Quick, Sheriff Dept.
Contract File

**PURCHASE AGREEMENT FOR
LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT**

THIS AGREEMENT dated the 29th day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Safety Products Co.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a Term and Supply contract for **Law Enforcement/Public Safety Gear/Supplies/Equipment** in compliance with all proposal specifications and any addendums issued for the State of Missouri Request for Proposal / Contract Number **CC160735003** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office and/or State of Missouri proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the State of Missouri Request for Proposal / Contract Number **CC160735003** shall prevail and control over the vendor's proposal response.

2. **Contract Duration** - This agreement shall commence on **date of award and extend through August 08, 2018** subject to the provisions for termination specified below. The contract may be renewed for one (1) additional one-year period.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Law Enforcement/Public Safety Gear/Supplies/Equipment on an as needed basis, FOB destination-Freight Prepaid and Allowed,

Firm, fixed discount for each of the ten (10) identified categories below in the Vendor's catalog or the manufacturer's current price list:

Subcategory	Discount
Apparel, Outerwear, Uniforms and Footwear	25%
Duty Gear, Wearable	25%
Duty Tools, Flashlights, and Other Equipment/Gear/Supplies	37%
First Responder and Emergency Medical Services Gear/Supplies including air/respiratory	25%
Hazardous Material (HazMat) Responder Gear/Supplies	30%

Lighting Gear/Supplies for Vehicles	44%
Rescue Gear/Supplies	25%
Restraint Gear/Supplies	25%
SWAT Team Gear/Supplies	47%
All Other Not Identified Above – Miscellaneous	25%

4. **Delivery** - Contractor agrees to deliver the items as specified in the proposal specifications. Delivery shall occur within (48) forty-eight hours on in-stock items. All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoices. A copy of the actual freight bill should be attached to the invoices as evidence of correct freight billing.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's proposal response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal 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.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect. This Agreement shall be governed under the laws of the State of Missouri and any action relating hereto shall be brought in the Circuit Court of Boone County, Missouri.

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

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

**ED ROEHR AUTO RADIO COMPANY D.B.A.
ED ROEHR SAFETY PRODUCTS CO.**

by *Duan L Wall*
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Burks
Taylor Burks, 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.)

June Ritchford by *jj* 08/21/17 1251, 2901 - 23300 / Term & Supply
Signature Date Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

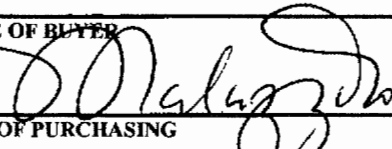
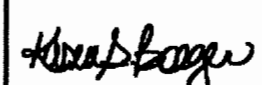
1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone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

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **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.
17. **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.



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 RFPC30034901600735	CONTRACT TITLE Law Enforcement / Public Safety Gear / Supplies / Equipment
CONTRACT NUMBER CC160735003	CONTRACT PERIOD August 9, 2016 through August 8, 2017
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4306249550 0 / MB00090360
CONTRACTOR NAME AND ADDRESS Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies and Political Subdivisions Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Ed Roehr Safety Products in response to SOLICITATION/OPPORTUNITY (OPP) NO.; RFPC30034901600735 is accepted in its entirety, including Best and Final Offer #001 dated 7/21/16 for Tier One.	
BUYER Liz Palazzolo	BUYER CONTACT INFORMATION Email: liz.palazzolo@oa.mo.gov Phone: (573) 751-4885 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8-9-16
DIRECTOR OF PURCHASING  Karen S. Boeger	



NOTICE OF CONTRACT RENEWAL

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

Safety
RFPC30034901600735

CONTRACT NUMBER CC160735003	CONTRACT TITLE Law Enforcement / Public Safety Gear / Supplies / Equipment
AMENDMENT NUMBER 001	CONTRACT PERIOD August 9, 2017 through August 8, 2018
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4306249550 0 / MB00090360
CONTRACTOR NAME AND ADDRESS Ed Roehr Safety Products 2710 Locust Street St. Louis, MO 63103	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies and Public Subdivisions Throughout the State of Missouri

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The State of Missouri hereby exercises its option to renew the contract.

All other terms, conditions and provisions of the contract, including all percentages, shall remain the same throughout the above contract period and apply hereto.

SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.

BUYER Liz Palazzolo	BUYER CONTACT INFORMATION Email: liz.palazzolo@oa.mo.gov Phone: (573) 751-4885 Fax: (573) 526-9816
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SIGNATURE OF BUYER 	DATE 6-7-17
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DIRECTOR OF PURCHASING Karen S. Boeger
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Indicate Contract Amendment Type:

RENEWAL: 1st PERIOD OF 2 TOTAL

Renewal - % Increase Cost Savings
 Renewal - \$ Increase Cost Savings
 Renewal - W/O Increase *for \$ instead of \$*
 SFS Renewal - Prices In Original Contract
 SFS Renewal - Prices Not in Original Contract

Performance Security Deposit: \$ _____

Surety Bond: \$ _____

Annual Wage Order Number: _____

Annual Wage Order Date: _____

County(ies): _____

EXTENSION PERIOD:

Extension - 30-Day
 Termination
 Extension - \$ Increase Cost Savings
 Extension - W/O Increase
 Assignment
 Cancellation/Termination
 Other Amendment

Other Instructions: _____

Task	Router	Initials	Date
Preliminary Tasks/Verifications			
A. Section 34.040.6, RSMo <i>Match</i>	Buyer/Section Support	<i>SD</i>	<i>6-5-17</i>
B. DPMM Suspension List	Buyer/Section Support	"	"
C. Federal Suspension - SAM.GOV	Buyer/Section Support	"	"
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	"	"
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affidvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
Prepare Contract Amendment	Buyer/Section Support		
Review/Approve Contract Amendment (If Signature Required)	Buyer		
Initial			
Date	Supervisor	Section Manager	Ass. Director
5. E-Verify Contract Amendment (If Signature Required)	Buyer/Section Support		
Contractor E-Mail Address/Fax Number	<i>dwall@ed.roehrsafety.com</i>		
State Agency Contact E-Mail Address			
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
6. Review Contract Amendment Response/Verifications			
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G. Contract Assignment/Only Verifications - Complete until completed in Step 7 above			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. DPMM Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	<i>JW</i>	<i>6/6</i>
Review/Approve Contract Amendment Award Document	Buyer		
Initial			
Date	Supervisor	Section Manager	Director
Process Contract Amendment	Buyer/Section Support		
AM 300 PMM <i>00075656</i>	Buyer/Section Support	<i>JW</i>	<i>6/8</i>
Distribute E-Verify & SDV Documents	Buyer/Section Support	<i>JW</i>	<i>6/8</i>
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	<i>JW</i>	<i>6/8</i>
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
10. Upload Contract Amendment Information	Central Support-Participation		
11. Image Contract Amendment Package	Central Support-Imaging	<i>JW</i>	<i>7-13</i>

Mission Buys Updated

JW

6/8

PRICING PAGE

The offeror has the option of submitting a proposal and related firm, fixed discount pricing for Tier One or for Tier Two. The offeror must not offer both Tier One and Tier Two proposals. All discount pricing must conform to RFP requirements.

TIER ONE DISCOUNT PRICING

Tier One: A Tier One proposal covers at minimum all identified law enforcement/public safety supply subcategories as identified below:

Tier One Discount Pricing: The offeror must submit only one (1) firm, fixed discount percentage for each identified subcategory on the Pricing Page. The quoted discount shall apply to public safety and law enforcement equipment, supplies and gear identified in the offeror's catalog or the manufacturer's current price list for the specifically identified subcategory. **Multiple discounts for an identified subcategory shall be deemed unacceptable, therefore the offeror must only submit one firm, fixed discount per each identified public safety and law enforcement equipment, supplies and gear subcategory.**

- a. The quoted discount shall be considered firm for the duration of the contract.
- b. The discount shall apply to all items in the contractor's catalogue or that may otherwise be sourced by the contractor given product exceptions noted on the Pricing Page of the contract.
- c. The offeror must quote a firm, fixed discount for each of the ten (10) identified categories below.

UNSPSC CODE (All Line Items): 46151501 Defense and Law Enforcement and Security and Safety Equipment and Supplies

LINE ITEM	LAW ENFORCEMENT/PUBLIC SAFETY GEAR AND SUPPLIES SUBCATEGORY	FIRM, FIXED PERCENTAGE DISCOUNT, FOR LAW ENFORCEMENT/PUBLIC SAFETY GEAR AND SUPPLIES FOR THE IDENTIFIED SUBCATEGORY AVAILABLE IN THE OFFEROR'S CATALOG
1	Apparel, Outerwear, Uniforms and Footwear	25 %
2	Duty Gear, Wearable	25 %
3	Duty Tools, Flashlights, and Other Equipment/Gear/Supplies	37 %
4	First Responder and Emergency Medical Services Gear/Supplies including air/respiratory	No Bid %
5	Hazardous Material (HazMat) Responder Gear/Supplies	No Bid %

6	Lighting Gear/Supplies for Vehicles	44 %
7	Rescue Gear/Supplies	25 %
8	Restraint Gear/Supplies	25 %
9	SWAT Team Gear/Supplies	47 %
10	All Other Not Identified Above - Miscellaneous	25 %

TIER TWO DISCOUNT PRICING

Tier Two Discount Pricing: The offeror must quote only one (1) firm, fixed discount percentage on the Pricing Page. The quoted discount shall apply to specialty public safety and law enforcement equipment, supplies and gear in the offeror's catalog or the manufacturer's current price list for the specialty law enforcement/public safety category as identified below. The public safety and law enforcement equipment, supplies and gear subcategory may be one already identified in Tier One, or it may be an unidentified line such as forensics laboratory supplies. **Multiple discounts shall be deemed unacceptable.**

- a. The quoted discount shall be considered firm for the duration of the contract.
- b. The discount shall apply to all items in the contractor's catalogue or that may otherwise be sourced by the contractor given product exceptions noted on the Pricing Page of the contract.

LINE ITEM	OFFEROR TO IDENTIFY BELOW THE SPECIALTY LAW ENFORCEMENT/PUBLIC SAFETY CATEGORY THE OFFEROR PROPOSES TO PROVIDE	FIRM, FIXED PERCENTAGE DISCOUNT, FOR ALL PUBLIC SAFETY AND LAW ENFORCEMENT GEAR AND SUPPLIES AVAILABLE IN THE OFFEROR'S CATALOG
11		No Bid %

EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Offerors 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 offeror or any owner of the offeror'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.

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 offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

_____0_%

PRICING PAGE

The offeror has the option of submitting a proposal and related firm, fixed discount pricing for Tier One or for Tier Two. The offeror must not offer both Tier One and Tier Two proposals. All discount pricing must conform to RFP requirements.

TIER ONE DISCOUNT PRICING

Tier One: A Tier One proposal covers at minimum all identified law enforcement/public safety supply subcategories as identified below:

Tier One Discount Pricing: The offeror must submit only one (1) firm, fixed discount percentage for each identified subcategory on the Pricing Page. The quoted discount shall apply to public safety and law enforcement equipment, supplies and gear identified in the offeror's catalog or the manufacturer's current price list for the specifically identified subcategory. **Multiple discounts for an identified subcategory shall be deemed unacceptable, therefore the offeror must only submit one firm, fixed discount per each identified public safety and law enforcement equipment, supplies and gear subcategory.**

- a. The quoted discount shall be considered firm for the duration of the contract.
- b. The discount shall apply to all items in the contractor's catalogue or that may otherwise be sourced by the contractor given product exceptions noted on the Pricing Page of the contract.
- c. The offeror must quote a firm, fixed discount for each of the ten (10) identified categories below.

UNSPSC CODE (All Line Items): 46151501 Defense and Law Enforcement and Security and Safety Equipment and Supplies

LINE ITEM	LAW ENFORCEMENT/PUBLIC SAFETY GEAR AND SUPPLIES SUBCATEGORY	FIRM, FIXED PERCENTAGE DISCOUNT, FOR LAW ENFORCEMENT/PUBLIC SAFETY GEAR AND SUPPLIES FOR THE IDENTIFIED SUBCATEGORY AVAILABLE IN THE OFFEROR'S CATALOG
1	Apparel, Outerwear, Uniforms and Footwear	%
2	Duty Gear, Wearable	%
3	Duty Tools, Flashlights, and Other Equipment/Gear/Supplies	%
4	First Responder and Emergency Medical Services Gear/Supplies including air/respiratory	25 %
5	Hazardous Material (HazMat) Responder Gear/Supplies	30 %

EXHIBIT A
OFFEROR'S EXPERIENCE AND RELIABILITY

The offeror is strongly encouraged to complete Exhibit A with detailed information regarding the questions stated.

Offeror's Corporate History:

The offeror should describe the offeror's corporate history: How long has the offeror been selling public safety and law enforcement equipment, gear and supplies and provide other relevant detail:

Ed Roehr Auto Radio Co, Inc. dba Ed Roehr Safety Products Co. has been a Missouri business since 1940. We have been supplying public safety products since 1975.

Offeror's References:

The offeror should provide references from accounts that possess similar characteristics to the State of Missouri's public safety and law enforcement equipment, gear and supplies needs. The offeror should provide references from accounts that are either state governments or municipalities when possible. For each reference, please specify if the business relationship is the result of a formal contract, and if the business relationship is exclusive or non-exclusive. Additional references can be provided as the offeror deems necessary.

Company Name: St. Louis Metropolitan Police Department
Contact Name: Jack Tucker
Contact's Title: Supply Manager
City: St. Louis State: Missouri
Telephone Number and Area Code: (314) 444-1250
E-mail Address: jtucker@slmpd.org
Description of Equipment/Services Furnished: Apparel & Uniforms, Tactical Equipment, Duty Gear
Less Lethal Munitions, Restraints, Car Equipment, Safety Products, Vehicle Equipment

Availability status of Reference: 9am-5pm Monday through Friday

Check One:

Formal Contract: X Yes No
Exclusive: X Non-Exclusive:

=====
Company Name: Kansas City Missouri Police
Contact Name: Robert Strawn
Contact's Title: Sergeant of Supply
City: Kansas City State: Missouri
Telephone Number and Area Code: (816) 889-6651

E-mail Address: rstrawn@kcpd.org

Description of Equipment/Services Furnished: Apparel & Uniforms, Tactical Equipment, Duty Gear
Less Lethal Munitions, Restraints, Car Equipment, Safety Products, Vehicle Equipment

Availability status of Reference: 8am-4pm Monday through Friday

Check One:

Formal Contract: Yes No

Exclusive: Non-Exclusive:

=====
Company Name: Missouri Highway Patrol

Contact Name: Darrell Taube

Contact's Title: Buyer II

City: Jefferson City State: Missouri

Telephone Number and Area Code: (573) 751-7795

E-mail Address: darrell.taube@mshp.dps.mo.gov

Description of Equipment/Services Furnished: Duty Gear, Less Lethal Munitions, Tactical Equipment
Riot Gear, Ballistic Vests, Defibrillators, Badges & Insignia.

Availability status of Reference: 8am-3pm Monday through Friday

Check One:

Formal Contract: Yes No

Exclusive: Non-Exclusive:

REVISED BY ADDENDUM 02

EXHIBIT B

The offeror is strongly encouraged to complete Exhibit B with detailed information regarding the questions stated.

PROPOSED METHOD OF PERFORMANCE, CONTRACTOR SUPPORT, PRODUCT VARIETY AND PRODUCTS EXCLUSIONS

The evaluation of the offeror's proposed method of performance, contractor support, product variety, and product breadth will be subjective and based on information the offeror presents in response to the RFP. The offeror should address each item stated below. Additional information can be submitted as the offeror deems necessary. The offeror's response should be straightforward and limited to facts, solutions to problems, and plans of action. The state reserves the right to use this information, including information gained from any other source in the evaluation process.

1. Implementation:

The offeror should identify the number of calendar days from notice of contract award until the contract is fully implemented, i.e., when state agencies can start placing orders:

Orders can be placed within 30 days of agreement.

2. Single Point of Contact:

Single Point of Contact: Describe how the offeror will perform as the single point of contact for the state regarding all contract issues including, but not limited to, ordering, invoicing, delivery, and payment. In addition, the offeror should also detail how the offeror will assume responsibility and liability on the state's behalf for all problems relating to all equipment and services provided:

Contact will act as a liason for the state in regard to issues including ordering, invoicing, delivery and payment by communicating and forwarding the states position to the appropriate department at Ed Roehr Safety Products and follow up to ensure satisfactory service.

Provide information about the person/section designated to serve as a single point of contact who will be assigned to the state contract for the duration of the contract period:

Primary Contact Person Name/Title:	<u>Duane Wall</u>
Telephone Number:	<u>(314) 533-9344</u>
Facsimile Number:	<u>(314) 533-3830</u>
E-Mail Address:	<u>dwall@edroehrsafety.com</u>

Address whether the offeror will provide a toll-free phone number for contract support; address whether the contractor will provide back-up support and a telephone number in the event the toll-free number becomes inoperable:

Two Available 800 numbers, (800) 325-8650 (800) 392-8210 and two back up Cellular Phone Numbers (314) 220-6277 and (314) 2206276

The offeror should address its capability to address product questions or product problem resolution, such as replacement of damaged product, etc. Any level of support the offeror plans to provide to the state agency while under contract should be described:

We have 6 customer service representatives that can provide Product Support answer questions and help resolve issues.

The offeror should address other support the offeror proposes to provide to the state in the administration and performance of contract requirements:

We have (3) three Regional Sales Managers working within the State of Missouri to support the proposed contract as well Manufactures Representatives available for each and all product lines listed in this proposal. In addition Ed Roehr Safety has a full staff of (6) six customer service personal available to provide assistance.

3. Delivery:

Delivery: The offeror should state below delivery times for ordered product after receipt of order (ARO):

Standard delivery for in-stock items (shall not exceed ten (10) work days): 1-5 days ARO

Standard delivery for out-of-stock items (specify in work days): 10-45 * days ARO

Emergency deliveries for in-stock items (specify in work days): 1 days ARO

Emergency deliveries for out-of -stock items (specify in work days): 1-10 * days ARO

* = Out of stock shipments will be dependent upon manufactures inventory levels and production capabilities.

4. Returns:

Returns Processing: The offeror should provide step-by-step detail that describes their process for handling customer returns:

Call or email a customer service representative so they may provide a Return Authorization Number. If it was an error on the part of Ed Roehr Safety Products or the manufacture return freight/shipping will be provided by Ed Roehr Safety. Otherwise please attach the provided RA Number to the outside of the package and ship to 2710 Locust Street, St. Louis, MO 63103

5. Restocking:

Restocking Fee: The offeror may propose a restocking fee for any returns (see paragraph 3.8.2 herein regarding terms for charging a restocking fee). The restocking fee will be subjectively evaluated in this part of the evaluation. Since it is highly preferred but not required that the offeror not impose a restocking fee, the offeror having no restocking fee or having a lower fee in comparison to other offerors' restocking fees will receive favorable consideration under this part of the subjective evaluation. It is highly desirable that the restocking fee be a fixed percentage of the contract price of the returned item. If the offeror desires to impose a restocking fee, then the offeror must state in the following blank what the restocking fee is, when it will be assessed, and how it will be applied (e.g., per item or per order, etc.) and under what conditions consistent with requirements stated in paragraph 3.8.2 herein:

Does the offeror impose a restocking fee? (Check the appropriately): Yes No

If the answer is "Yes," then the offeror must indicate the restocking fee below:

 % total order amount is the restocking fee

OR a \$ flat amount/per returned order.

Explain when the restocking fee would be assessed and how it will be applied:

6. **Product Variety:**

The offeror should name the types of public safety and law enforcement equipment, gear and supplies that are available in the offeror's catalog. It is not required that all equipment be named, but the offeror should at minimum name larger classification of items, such as, "Ballistic Vests," "Uniforms and Clothing," "HazMat Response," etc.

PUBLIC SAFETY/LAW ENFORCEMENT CATEGORY OF EQUIPMENT, SUPPLIES, GEAR (Example "HazMat Response," "Forensics," etc)	MANUFACTURER(S) IN THE OFFEROR'S CATALOG FOR THE IDENTIFIED CATEGORY	IDENTIFY THE BREADTH OF PRODUCTS WITHIN EACH MANUFACTURER LINE THAT THE OFFEROR CARRIES BY CATALOG PAGE NUMBER(S) IN THE OFFEROR'S CATALOG OR OTHER IDENTIFICATION
Category 1, Apparel, Outerwear, Uniforms and Footwear	Blauer	Uniforms – Pages 1-18, Rainwear 34, Outerwear Page 22
Category 1, Apparel, Outerwear, Uniforms and Footwear	Belleville Boot	Footwear – Entire Catalog
Category 1, Apparel, Outerwear, Uniforms and Footwear	Danner Boot	Footwear – Pages 41-53
Category 1, Apparel, Outerwear, Uniforms and Footwear	Edwards Garment	Carcer Apparel – Entire Catalog
Category 1, Apparel, Outerwear, Uniforms and Footwear	Gerber Outerwear	Outerwear – Pages 1-11, Rainwear Pages 12-17, Safety Vests Page 11
Category 1, Apparel, Outerwear, Uniforms and Footwear	Hatch	Gloves – Safariland Catalog 223-234, Duty Bags – Pages 236-237
Category 1, Apparel, Outerwear, Uniforms and Footwear	Hero's Pride	Embroider Patches, Collar & Rank Insignia – Entire Catalog
Category 1, Apparel, Outerwear, Uniforms and Footwear	Liberty Uniform	Rainwear – page 4, Uniforms 14-20
Category 1, Apparel, Outerwear, Uniforms and Footwear	Perfect Fit	Badge Holders – Pages 6-13
Category 1, Apparel, Outerwear, Uniforms and Footwear	Propper International	Uniforms – Pages 8-67, Footwear Page 4
Category 1, Apparel, Outerwear, Uniforms and Footwear	Smith & Warren	Badges – Pages 1-50, Nametags Pages 59-61, Collar & Rank Insignia Pages 62-63
Category 1, Apparel, Outerwear, Uniforms and Footwear	Thorogood Shoes	Footwear – Entire Catalog
Category 1, Apparel, Outerwear, Uniforms and Footwear	Tact Squad	Uniforms – Pages 3-30
Category 1, Apparel, Outerwear, Uniforms and Footwear	United Uniform	Uniforms & Specialty Uniforms – Entire Catalog
Category 2, Duty Gear, Wearable	SAFARILAND	Duty Gear, Belts, Holsters, Pouches, etc. – Safariland Catalog Pages 73-111
Category 2, Duty Gear, Wearable	BIANCHI	Duty Gear, Belts, Holsters, Pouches, etc. – Safariland Catalog Pages 113-143
Category 3, Duty Tools, Flashlights, and other Equipment/Gear/Supplies	Streamlight	Flashlights – Entire Catalog
Category 3, Duty Tools, Flashlights, and other Equipment/Gear/Supplies	Garrett Metal Detector	Metal Detectors, Hand Held and Walk Thru – Entire Catalog
Category 6, Lighting Gear/Supplies for Vehicles	Code 3	Emergency Warning Lights & Sirens CODE 3 – Entire Catalog

See Attached 2 additional pages for Categories 7-10

7. Product Exclusions:

If the offeror intends to exclude any items in the offeror's catalog or sourced products, then the offeror is strongly encouraged to identify all products below that the offeror will not sell to the state at the identified discount. The offeror shall understand that the discount quoted as line item 1 shall cover all public safety and law enforcement equipment, supplies and gear in the offeror's catalog with any exceptions the offeror notes below. The offeror should be aware that the state highly prefers that no exceptions be identified and that the state will consider the listing of exceptions, if any are noted, in the subjective evaluation of the offeror's performance methodology and contractor support:

The following equipment, supplies and gear shall not be made available to the state for purchase at the quoted firm, fixed discount:

N/A

8. Warranty:

Warranty: The offeror's level and length of warranty coverage and support is also considered in this part of the evaluation of proposals. The offeror shall provide the manufacturer's standard warranty (see section 3.5 herein). The offeror should identify the various manufacturer(s) lines of public safety and law enforcement equipment, gear and supplies the offeror has available in the offeror's catalog. Identify the manufacturer and describe the length of the manufacturer's warranty in the second column provided. If the offeror is providing warranty coverage that is longer than the manufacturer's warranty, the offeror should identify the length in the third column provided. If warranty terms/length differ for manufacturer's equipment compared to manufacturer's parts, then the offeror is strongly encouraged to detail the differences below for different coverage for equipment versus parts. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

MANUFACTURER	MANUFACTURER'S STANDARD WARRANTY LENGTH PARTS AND LABOR	OPTIONAL LONGER WARRANTY OFFEROR IS PROPOSING BEYOND STANDARD MANUFACTURER WARRANTY AT NO ADDITIONAL COST (As applicable)
Blauer	Pants and Shirts 1Year Outerwear 3 Years	
Belleville Boot	1 Year	
Danner Boot	1 Year	
Edwards Garment	1 Year	
Gerber Outerwear	5 Years	
Hatch	1 Year	
Hero's Pride	1 Year	
Liberty Uniform	1 Year	

Not all manufactures change prices yearly and it is very seldom any would change sooner than once a year.

Address any available user "help" features (e.g., Toll-free phone number, web chat, etc...) in the offeror's catalog:

Hard-Copy: 800-325-8650 sales@edroehrsafety.com
 Website: www.edroehrsafety.com sales@edroehrsafety.com

10. Ordering and Payment Methods:

The offeror should indicate the ordering and payment methods available to the state agencies. Check all that apply.

	Ordering	Payments
Mail	X	X
Phone	X	X
Fax	X	
E-mail	X	
On-Line (Internet)	X	X

11. Missouri Economic Impact:

In addition, the offeror should describe the following for consideration in this part of the evaluation:

- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Ed Roehr Safety Products employs 23 people who perform services of Customer Service, Sales, Warehouse Staff, and Clerical Positions. Our Vendors Code 3, Propper, and Blauer as manufactures all have facilities in the State of Missouri and together employ approximately 250+

- Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

As stated above Ed Roehr Safety Products, Blauer, Code 3 and Propper International all generate tax revenue through employment, payroll, real estate, and sales taxes.

- Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

Ed Roehr Safety Products has their corporate Headquarters, Sales Office, Warehouse, Installation Shop, Tailoring/Alteration Shop, in St. Louis, Missouri. The manufactures, Code 3 has their corporate Headquarters, Warehouse and Manufacturing in St. Louis, Missouri. Blauer has a manufacturing plant with 50+ employees in Iberia, Missouri. Propper International has its corporate Headquarters in St. Charles County, Missouri.

- OFFSHORE: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details with the proposal.

(See Attached)

Perfect Fit	1 Year	
Propper	1 Year	
Smith & Warren	Limited Lifetime	
Thorogood	1 Year	
Tact Squad	1 Year	
United Uniform	1 Year	
Safailand Duty Gear	1 Year	

(See attached additional page for complete list of vendors warranties)

9. Product and Pricing Information:

It is highly desirable for the offeror to provide, in response to this RFP, a copy of the current manufacturer's price list in hard copy, link via website, PDF file, or Excel file. If the manufacturer's price list is a link on the Internet, provide a website (URL) for the state evaluators to have full access to the offeror's on-line capabilities.

We are providing both hard copy price sheets with 5 copies and a Flash Drive with the price sheets

The offeror should indicate if the offeror re-codes products or does the offeror use manufacturer codes in the offeror's price file? Explain.

We use the manufactures Part Numbers, however when invoicing we use a 2 or 3 digit or letter prefix such as: SAFARILAND would start with SAF and CODE 3 starts with C3

If the offeror does not use manufacturer codes, does the offeror provide product code cross-referencing between contractor product names and codes and manufacturer product names and codes? Explain.

We use the manufactures product code as state above.

Will the Internet price list show Missouri contract discount pricing on the website for state agency on-line ordering and auditing? Explain.

NO

Indicate the frequency of offeror's catalog list pricing changes *for hard-copy catalog, e.g., "once a year":*
"once a Year"

Indicate the frequency of offeror's catalog list pricing changes *for website catalog:* "once a Year"

Indicate the frequency of manufacturer list pricing changes if offeror is using MSRP hard-copy *catalog pricing (since this may depend on the manufacturer, provide as much general detail as possible):*

Not all manufactures change prices yearly and it is very seldom any would change sooner than once a year.

Indicate the frequency of manufacturer list pricing changes if offeror is using MSRP website *catalog (since this may depend on the manufacturer, provide as much general detail as possible):*

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract, including discounts, shall remain the same and apply during the renewal period.

2.3 Termination:

- 2.3.1 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/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.4 Contract Prices and Percentages:

- 2.4.1 Pricing for the contract shall be determined by applying the quoted firm, fixed discount indicated on the Pricing Page of the contract to the contractor's current catalogue price or the manufacturer's suggested retail price, whichever is lower. The discount shall apply to all items in the contractor's catalogue or that may otherwise be sourced by the contractor given product exceptions noted on the Pricing Page of the contract.
- 2.4.2 The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.3 In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price for the item(s).
- 2.4.4 The contractor shall furnish current price lists/catalog(s) that clearly identify public safety and law enforcement products to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the catalogs/price lists change and/or pricing is updated.

- 2.4.5 The discount shall apply as quoted to all items in the contractor's current catalog or price list. The contractor shall not impose a discount "floor."
- 2.4.6 The contractor shall understand and agree that the purpose of the discount is only for the purchase of public safety and law enforcement products; any product sourcing that the contractor performs must be for products within the same manufacturer lines identified in the contract, or must be for product that falls within the industry definition of public safety and law enforcement equipment, supplies and gear. Law enforcement/public safety/rescue vehicles, guns and ammunition are explicitly excluded from the contract.
- 2.4.7 The contractor shall understand and agree that all firm, fixed discount percentages shall remain the same throughout the duration of the contract, including during renewal periods.
- a. Catalog/list pricing may change during the course of the contract period however it is highly preferred that catalog/price list pricing not change more frequently than on a 12-month basis.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, "Invoicing and Payment") unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>

2.6 Contractor Status:

- 2.6.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.7 Coordination:

- 2.7.1 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.

2.8 Participation by Other Organizations:

- 2.8.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- 2.8.2 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, SDVEs, and/or MBE/WBEs 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.
- 2.8.3 The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE 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.
- 2.8.4 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
- a. The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - b. 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.
- 2.8.5 No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.
- 2.9 Contractor's Personnel:**
- 2.9.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.9.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.9.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.10 Subcontractors:**
- 2.10.1 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. 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. The contractor shall agree and understand 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 2.10.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.11 Estimated Quantities:

- 2.11.1 The quantities indicated in this Request for Proposal 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.

2.12 Contractor Liability:

- 2.12.1 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. 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.
- 2.12.2 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.
- 2.12.3 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.

2.13 Insurance:

- 2.13.1 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.

2.14 Federal Funds Requirement:

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

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

2.15 Preferred Use/Non-Exclusive Contract:

The contract shall be considered a preferred/non-exclusive use contract. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere, including other state contracts

- a. Situations where an agency may waive itself from using the contract shall include but shall not necessarily be limited to the following: offered packaging is not usable by the state agency; order delivery time is not meeting state agency's needs; specific item is out-of-stock for an unreasonable amount of time (to be determined by the state agency) without an acceptable substitute; specific item on contract is not what the state agency legitimately needs to meet its agency's public responsibilities; cost of the item exceeds historical and/or current market pricing and it would be unduly burdensome for the agency to pay the contract price.

2.16 Cooperative Procurement Program:

2.16.1 The contractor shall participate in the Cooperative Procurement Program. The contractor shall provide public safety and law enforcement gear and supplies 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: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) 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.

2.17 Missouri Statewide Contract Quarterly Administrative Fee:

2.17.1 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 products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.17.2 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.

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

- **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.
- **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.

2.17.4 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.

2.18 Missouri Statewide Contract Quarterly Usage Report:

2.18.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to 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.

2.18.2 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.

- 2.18.3 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 Two** which is downloadable from <http://content.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: creports@oa.mo.gov.
- 2.18.4 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 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.
- a. **Discounted Pricing and Contract Usage Reporting:** Since the contract pricing structure is a firm, fixed discount off current catalog or MSRP pricing, for the purpose of reporting contract usage on a quarterly basis as is required in section 2.18 herein, the contractor shall also identify the specific items purchased under line items 1-10 for Tier One and line item 11 for Tier Two, and show the corresponding quantity of each item purchased during the reporting quarter. All other requirements of contract quarterly usage reporting as identified in section 2.18 must also be met by the contractor.

2.19 Missouri Statewide Contract Quarterly Administrative Fee Report:

- 2.19.1 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.
- 2.19.2 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.
- 2.19.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://content.oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment One**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

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

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** creports@oa.mo.gov

2.19.4 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.

2.20 Prison Rape Elimination Act (PREA) Requirements:

2.20.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.20.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.20.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department 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 Department's policy and procedures relating to employee conduct.

a. The Department 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. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.20.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

***** END OF CONTRACTUAL REQUIREMENTS *****

3. SPECIFIC CONTRACTUAL & PERFORMANCE REQUIREMENTS

3.1 Scope of Service:

- 3.1.1 The contractor shall provide public safety and law enforcement equipment, supplies and gear on an as needed, if needed basis pursuant to all requirements for performance stated herein.
- 3.1.2 Product Sourcing: Any product sourcing that the contractor performs must be for products within the same manufacturer lines identified in the contract, or must be for product that falls within the industry definition of public safety and law enforcement equipment, supplies and gear. Law enforcement/public safety/rescue vehicles, guns and ammunition are explicitly excluded from the contract.
- 3.1.3 Tier One: Tier One shall be defined for the purposes of the contract as provision by the contractor of all identified subcategories of public safety and law enforcement equipment, supplies and gear as listed below. The Tier One contractor shall have all the following sub-categories of public safety and law enforcement equipment supplies and gear available to state agencies and political subdivisions for purchase:
- a. Apparel, Outerwear, Uniforms and Footwear
 - b. Duty Gear, Wearable
 - c. Duty Tools, Flashlights, and Other Equipment/Gear/Supplies
 - d. First Responder and Emergency Medical Services Gear/Supplies including air/respiratory
 - e. Hazardous Material (HazMat) Responder Gear/Supplies
 - f. Lighting Gear/Supplies for Vehicles
 - g. Rescue Gear/Supplies
 - h. Restraint Gear/Supplies
 - i. SWAT Team Gear/Supplies
 - j. Other, Not Already Identified Above - Miscellaneous
- 3.1.4 Tier Two: Tier Two shall be defined for the purposes of the contract as provision of only one, specialized line of public safety and law enforcement equipment, supplies and gear product, such as forensics laboratory supplies. The contractor shall make the single specialized line of public safety and law enforcement equipment, supplies and gear product available to state agencies and political subdivisions for purchase.

3.2 Ordering Requirements:

- 3.2.1 It is highly desirable that, the contractor accept orders by mail, phone, fax, email, and online from the ordering agency via purchase order, or through the use of the state procurement card.
- 3.2.2 The contractor shall establish and maintain an ordering system that enables the contractor's ability to fulfill a minimum 96% order fill-rate throughout the contract duration, see paragraph 3.10.3(a) herein.
- 3.2.3 All electronic or online ordering must be conducted using Secure Socket Layer (SSL) TLS v1.2 or higher with at least Advanced Encryption Standard (AES) 256-bit encryption, and 2048-bit RSA or equivalent-strength ECDSA private keys.
- 3.2.4 The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the State of Missouri through the manufacturer's price list.

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- 3.2.5 The contractor shall provide the manufacturer's *listed price* at the time of order for the item(s) being purchased by the state *agency if available; if the manufacturer does not publish a price for the item, the contractor shall provide the contractor's current listed price for the item.*
- 3.2.6 Product Quotations: Upon request, the contractor shall submit a written quotation to the state agency for the required public safety and law enforcement equipment, supplies and gear. The quotation shall list all options required by the

state agency and shall include itemized pricing for each component/option based on the contracted discount referenced on the Pricing Page.

3.3 Pricing and Invoicing Requirements:

- 3.3.1 Invoiced pricing shall be determined by applying the specific discount quoted in the contract to the current MSRP for the named manufacturer pursuant to Section 2.4 herein.
- a. The contractor shall provide current product and pricing information for public safety and law enforcement equipment, supplies and gear available to the state under contract at no additional cost to the state. A copy of current price lists may be provided in hard copy, link via website, PDF file, or Excel file. It is highly desirable that the contractor provide all manufacturers' price lists for all public safety and law enforcement equipment and supplies available under contract.
 - b. It is highly desirable that product information and pricing be available online via the Internet.
 - c. It is highly desirable that web-based catalog pricing have a Missouri-contract specific portal that shows only Missouri contract pricing.
 - d. It is highly desirable that web-based product information and pricing should include the current published list price, the state's after-discounted price, the manufacturer's brand/model number, the contractor's product or identification code if different than the manufacturer's brand/model, and a brief description of the item. The catalog should include a picture of the item, if available.
 - e. It is highly preferred that in the event the contractor's catalog publishes items by the contractor's specific coding system, that the contractor also provide a manufacturer code for the same item for cross-referencing the item in third-party sources such as the manufacturer-specific catalog or website.
 - f. It is highly desirable that web-based product information/pricing contains, at a minimum, a "help" function and order tracking aides.
- 3.3.2 The contractor must promptly update product information and pricing as manufacturer information and pricing updates. All updates shall be provided at no additional cost to the state, and shall be communicated promptly to the state.
- 3.3.3 Invoicing Requirements: The contractor shall coordinate with the state agency and meet the state agency's invoicing needs. The contractor shall understand and agree that each state agency has its own invoicing requirements and the contractor shall agree to accommodate the state agency's invoicing needs. The invoicing that the contractor produces and sends to the state agency shall be itemized and identify at minimum the product(s) ordered, contract line item numbering as applicable, the contract price for the item, the quantity of the item, and any special discount, credit, or other terms consistent with the contract that may apply.
- 3.3.4 To maintain 100% billing accuracy, any errors in billing must be immediately corrected, and the difference credited back to the agency within two (2) to five (5) working days. Any errors that are not immediately reconciled may be subject to delayed payment of the total invoice amount.
- ### 3.4 Packaging and Delivery Requirements:
- 3.4.1 Shipping Label: A shipping label must be included with each shipment, which shall include at least the following information in no particular order:
- a. Contract User (e.g., state agency or co-op entity) Name
 - b. Street Address
 - c. Department and Floor (if provided)
 - d. Contact Name (provided by agency)

e. Telephone Number (provided by agency)

3.4.2 **Packing Slip:** A packing slip must also be included with each shipment, which shall include at least the following information in no particular order:

- a. Line Item Description
- b. Quantity Ordered
- c. Quantity Included in Shipment
- d. Any Back Order Items
- e. Number of Parcels
- f. Purchase Order #
- g. Agency Name and Address (Department & Floor, if provided)

3.4.3 All items shall be delivered FOB Destination freight prepaid and allowed. No separate charges for freight or handling shall be paid. As a matter of routine delivery of in-stock items, all items ordered by 3:00 P.M. (Central Time) must be received by the state agency within ten (10) work days. It is preferred that the contractor deliver routine in-stock items within 48-hours of order. Out-of-stock items must be delivered as soon as possible; the contractor must promptly notify the state agency of anticipated delivery of out-of-stock items.

3.4.4 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

3.4.5 The contractor shall require that the state agency receiver must sign the shipping receipt for each order to the designated mail room or loading dock as directed by Purchase Order, Direct Order, P-Card Order, Fax or Phone Order, as required by the ordering customer.

3.4.6 **Expedited Delivery Due To Contractor Error:** The contractor shall expedite any delivery that is required to correct a mishandled order that occurs due to contractor negligence or error. Any rush delivery that occurs as a result of the contractor's error (e.g., out-of-stock items) shall be free of any associated expedited-delivery processing or mailing/handling charge. No handling surcharges shall be added or discounts lost for any rush or expedited orders required to correct a contractor error.

3.4.7 **Emergency Delivery:** The State of Missouri may require delivery of product in an emergency situation. If an emergency arises, as defined by the state agency, the state agency will notify the contractor and will be responsible for the extra fees assessed, if any, for emergency delivery.

3.5 Product Warranty and Quality Assurance Guarantee:

3.5.1 The contractor shall supply the manufacturer's standard warranty on all items purchased under the contract. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s) or other sources regarding any warranty terms.

3.5.2 The warranty shall commence upon delivery and acceptance of the item(s) by the state agency.

3.5.3 The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care. The contractor shall agree to repair and/or immediately replace without charge (including freight both ways) any product or part thereof, which proves to be defective or fails within the warranty period as determined by the State.

3.6 Ordered Product Substitutions:

- 3.6.1 In cases where a product order cannot be filled by the contractor's stock, but a close substitute is available (e.g. different brand, but of functional and quality equivalent), a substitute item may be shipped only after obtaining the prior written approval of the ordering state agency.
- a. In the event an ordered item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the ordered item with a product of equal or better capabilities and quality, and with equal or lower pricing.
 - b. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 3.7 Change of Sub-Category of Public Safety And Law Enforcement Equipment, Supplies And Gear:**
- 3.7.1 The contractor shall understand that the state reserves the right to allow the substitution of any new or different sub-category of public safety and law enforcement equipment, supplies and gear offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution. Any such substitution of this kind shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 3.8 Product Returns and Replacement:**
- 3.8.1 Returned items are to be credited back within two (2) business days of receipt of the product by the contractor through a credit invoice or credit toward the state agency's P-card account.
- 3.8.2 It is highly desirable that the contractor not charge the state agency any restocking fees associated with any returns. In the event a restocking fee is charged it shall not be charged in the case where the product is not the product ordered or is otherwise defective or past agreed-to delivery time frames. It is desirable that the restocking fee, if charged, be a fixed percentage of the contract price of the returned item.
- 3.8.3 Replacement of Damaged Product: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 3.9 Contractor Performance Tasks:**
- 3.9.1 Single Point of Contact: The contractor shall function as a "single point of contact" for the state agency or public entity regardless of any subcontract arrangement made regarding all contract issues including, but not limited to, ordering, invoicing, delivery, and payment, and shall assume responsibility and liability for all problems relating to all equipment and services provided.
- a. The contractor must act as a liaison between the state agency and the manufacturer on all product issues that arise during the contract period regarding products purchased under the contract.
- 3.9.2 Customer Service and Support: The contractor must provide professional customer service to the State of Missouri. The contractor must promptly answer questions and resolve problems that arise. In addition, at least one Customer Service Representative must be available to the state during the contractor's regular operating hours, e.g., 8:00 A.M. to 5:00 P.M. Central Time. It is highly desirable that all service representatives have on-line access to provide back-order information, contract pricing, contracted product offerings/exclusions, billing information, contract compliance requirements, and general product information. In addition, the customer service representatives and contact back-ups assigned to the State of Missouri contract shall be available to the state agencies by phone, fax, or email. The contractor shall provide all contact and contact back-up information and keep it maintained and updated through the duration of the contract via coordination with the Division of Purchasing.

- a. Toll Free Phone Number: It is highly desirable that the contractor provides and maintains a toll-free number for all contract activities including orders, product information, payments, etc. Back-up contact information should also be provided by the contractor in the event the toll-free number becomes inoperable.
- b. As requested, the contractor must provide customer-service support instructions to state agency personnel at no additional cost. Customer service support instructions shall at minimum cover all aspects of ordering, delivery, return, and customer services processes at a time mutually agreeable to the state agency and the contractor.

3.9.3 Performance Monitoring, Standards and Reviews: The contractor shall monitor the contractor's performance. The contractor's performance and success under the contract shall be assessed as follows:

- a. The contractor must maintain a minimum 96% order fill rate.
- b. The contractor's success under the contract shall be measured and assessed in ways other than solely those described above.

3.10 Contract Audits:

3.10.1 The contractor shall allow the state to conduct pricing audits on prices charged by the contractor to state agencies, with or without notice to the contractor, at the state's expense.

- a. If it is determined that the contractor has charged prices to state agencies in excess of those agreed to in the contract, the state shall consider this just cause for cancellation of the contract in its entirety, and may result in the contractor being removed from the list of eligible vendors who may do business with the state – either for a specific period of time, or permanently – at the discretion of the state. Any money paid by state agencies above product pricing determined in compliance with the contract shall be issued back to the state as a "credit."
- b. The contractor shall maintain books, records, and documents of all costs, data, product information, manufacturer incentives/credits or discounts that support pricing charged to the state. The State of Missouri or its authorized representative shall have the right to audit the books, records, and documents of the contractor.
- c. The contractor shall agree to cooperate and comply with any audit required by the state agency as may be compelled by the state agency Director or his or her designee, the Missouri State Auditor's Office or other local, state, or federal government office. The State of Missouri must be afforded unrestricted and unlimited access to the contractor's records related to the state contract during normal working hours. The date and time of the audit investigation shall be coordinated with the contractor, and shall be scheduled to the mutual agreement of the state and the contractor although the contractor must guarantee and provide timely access as requested by the state.
- d. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the State of Missouri for a period of three (3) years thereafter, at all reasonable times at the office of the contractor but without direct charge to the state, all its books, records, documents, and other evidence bearing on the costs and expenses of the services and supplies relating to the work hereunder.

***** END SPECIFIC CONTRACTUAL & PERFORMANCE REQUIREMENTS*****

ORIGINAL

ATTACHMENTS

- **Warranty Information #8 Continued From Page 36**
- **Product Variety #6 Continued From Page 34**
- **“OFFSHORE” Declaration #11 Continued From Page 37**

**Ed Roehr Safety Products Company, Inc.
2710 Locust Street
St. Louis, MO 63103
(800) 395-8210
www.edroehrsafety.com**

MANUFACTURER	MANUFACTURER'S STANDARD WARRANTY LENGTH PARTS AND LABOR	OPTIONAL LONGER WARRANTY OFFEROR IS PROPOSING BEYOND STANDARD MANUFACTURER WARRANTY AT NO ADDITIONAL COST (As applicable)
Bianchi Duty Gear	<u>1 year</u>	
Streamlight Flashlights	<u>Limited Lifetime</u>	
Garrett Metal Detector	<u>2 year</u>	
Mustang	<u>1 year</u>	
Protech Ballistic Vest	<u>5 year</u>	
Protech Ballistic Plates	<u>5 year</u>	
Protech Plate Racks	<u>1 year</u>	
Protech Ballistic Helmets	<u>5 year</u>	
American Body Armor	<u>5 year</u>	
HyperX Armor	<u>5 year</u>	
Safariland Armor	<u>5 year</u>	
Second Chance Armor	<u>5 year</u>	
Monadnock	<u>1 year</u>	
Jotto	<u>1 year</u>	
Progard	<u>1 year</u>	
SETINA	<u>1 year</u>	
LUND	<u>1 year</u>	

PUBLIC SAFETY/LAW ENFORCEMENT CATEGORY OF EQUIPMENT, SUPPLIES, GEAR (Example "HazMat Response," "Forensics," etc)	MANUFACTURER(S) IN THE OFFEROR'S CATALOG FOR THE IDENTIFIED CATEGORY	IDENTIFY THE BREADTH OF PRODUCTS WITHIN EACH MANUFACTURER LINE THAT THE OFFEROR CARRIES BY CATALOG PAGE NUMBER(S) IN THE OFFEROR'S CATALOG OR OTHER IDENTIFICATION
Category 7, Rescue Gear/Supplies	Mustang	Personal Floatation Device for Law Enforcement SAFARILAND Catalog – Pages 14-16
Category 8, Restraint/Gear Supplies	Monadnock/Safariland	Batons, Less Lethal Protective Gear, Riot Gear and Restraints SAFARILAND Catalog- Pages 195-221
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Ballistic Vests – TACTICAL SAFARILAND Catalog pages 29-37
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Plate Racks – SAFARILAND Catalog pages 38-39
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Ballistic Plates – SAFARILAND catalog pages 43-45
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Tactical Pouches for Vest SAFARILAND catalog pages 40-41
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Ballistic Helmets- SAFARILAND catalog pages 46-49
Category 9, SWAT Team Gear/Supplies	PROTECH /Safariland	Ballistic Shields- SAFARILAND catalog 50-55
Category 9, SWAT Team Gear/Supplies	American Body Armor- HperX / Safariland	Ballistic Vests Concealable Price Sheet is Catalog
Category 9, SWAT Team Gear/Supplies	Second Chance Armor/ Safariland	Ballistic Vests Concealable Price Sheet is Catalog
Category 9, SWAT Team Gear/Supplies	Safariland Armor	Ballistic Vests Concealable Price Sheet is Catalog
Category 10, All other not Identified Above Miscellaneous, -- Police Vehicle Equipment	JOTTO	Consoles – Catalog pages 14-34
Category 10, All other not Identified Above Miscellaneous, -- Police Vehicle Equipment	JOTTO	Computer Mounts – Catalog pages 14-34
Category 10, All other not Identified Above Miscellaneous, -- Police Vehicle Equipment	JOTTO	Cages/Partitions- Catalog pages 14-34
Category 10, All other not Identified Above Miscellaneous, -- Police Vehicle Equipment	JOTTO	Gun Racks- Catalog pages 42-43
Category 10, All other not Identified Above Miscellaneous, -- Police Vehicle Equipment	PROGARD	Cages/Partitions- Catalog pages 1-6

State of Missouri - Office of Administration

RFP#: RFPC30034901600735

Title: Law Enforcement/Public Safety Gear/Supplies/Equipment

Exhibit "B"

Declaration# 11 "OFFSHORE"

Page 1 of 2

Supplier / Manufacturer	Corporate HQ, Sales, Marketing, Distribution, Research, & Development	Product Manufacturing	
		USA/Domestic	Imported/Country of Origin
Blauer Mfg.	USA, Boston MA	Oxford MS & Iberia, MO	Mexico, China, Taiwan, Cambodia, Vietnam
Belleville Boot/Tactical Research	USA, Belleville IL	Belleville, IL	China
Danner/Lacrosse	USA, Portland OR	Portland, OR	China
Edwards Garment	USA, Kalamazoo MI	Kalamazoo, MI	Haiti
Gerber Outerwear	USA, Mishawaka IN	Edinburg, TX	China
Hatch	USA, Ontario CA	n/a	Pakistan, China
Hero's Pride	USA, Van Nuys CA	n/a	China, Taiwan
Liberty Uniform	USA, Spartanburg SC	n/a	China
Perfect Fit	USA, Corinna ME	Corinna, ME	Pakistan (ArmorFlex Gloves Only)
Propper International	USA, St. Charles MO	San Jaun, PR	Mexico, Dominican Replublic, Haiti, China
Smith & Warren	USA, White Plains NY	White Plains, NY	China (Imported Rank Insignia Only)
Thorogood	USA, Merrill WI	Merril, WI	China
Tact Squad	USA, Corona CA	San Bernadino, CA	China, Vietnam
United Uniform	USA, San Bernadino CA	San Bernadino, CA	China
Safariland	USA, Ontario CA	Ontario, CA	Mexico
Bianchi	USA, Temecula CA	Temecula, CA	Mexico
Streamlight	USA, Eagalville PA	Eagalville, PA	n/a
Garrett Metal Detector	USA, Garland TX	Garland, TX	n/a
Code-3	USA, St. Louis MO	St. Louis, MO & Boise ID	Taiwan, China
Mustang	USA, Bllingham WA	Bellingham, WA	n/a
Monadnock/Safariland	USA, Ontario CA & Pittsfield MA	Fittswilliam, NH	n/a

RFP#: RFPC30034901600735

Title: Law Enforcement/Public Safety Gear/Supplies/Equipment

Declaration# 11 "OFFSHORE"

Supplier / Manufacturer	Corporate HQ, Sales, Marketing, Distribution, Research, & Development	Product Manufacturing	
		USA/Domestic	Imported/Country of Origin
Protech/Safariland	USA, Jacksonville FL	Jacksonville, FL & Ontario CA	Mexico
American Body Armor/Safariland	USA, Jacksonville FL	Jacksonville, FL & Ontario CA	Mexico
Second Chance Armor/Safariland	USA, Jacksonville FL	Jacksonville, FL & Ontario CA	Mexico
Safariland Armor	USA, Ontario CA	Jacksonville, FL & Ontario CA	Mexico
Jotto Desk	USA, Rogers AR	Rogers, AR	n/a
ProGard	USA, Indianapolis IN	Indianapolis, IN	n/a
Setina Mfg.	USA, Olympia WA	Olympia, WA	n/a
Lund Industries	USA, Northbrook IL	Northbrook, IL	n/a

ORIGINAL

Category #1

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NEW

ARMORSKIN POLO, page 5

PERFORMANCE PATROL POLO, page 18

B.DRY® RESPONSE PARKA, page 23

QUICK-DRY COMPRESSION SHIRT, page 39

FIRMA-TECH™ INSOLES, page 48

B.DRY® ADJUSTABLE HAT, page 54

HI-VIS FLICKER GLOVES, page 56



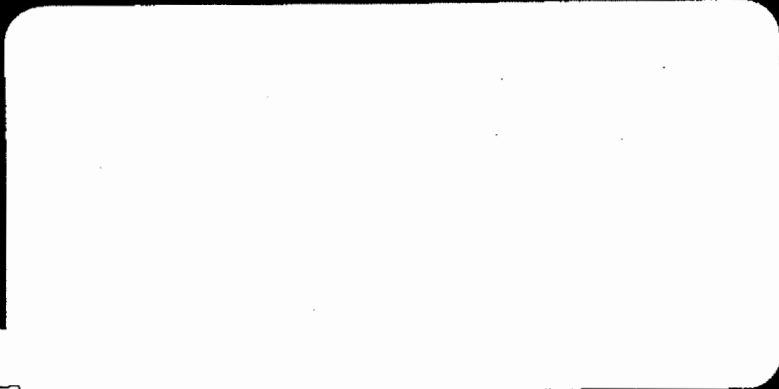
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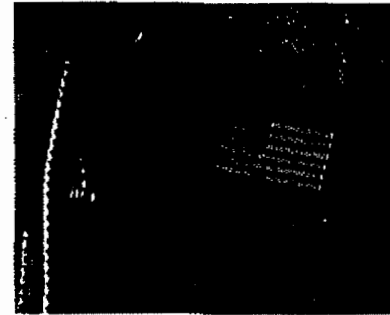


2015 BOOT CATALOG
Volume I



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OUTERWEAR**

2014

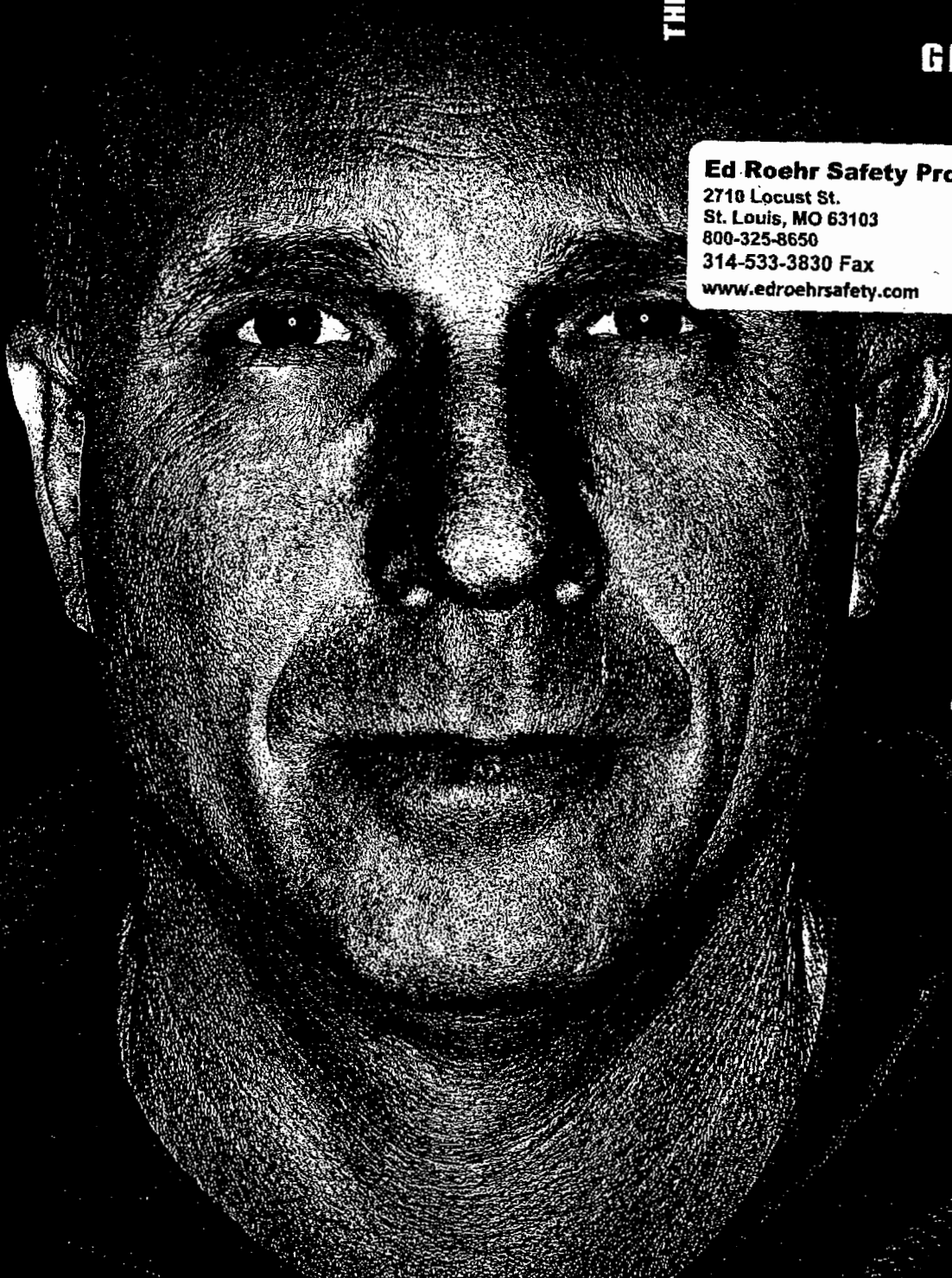
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CATALOG

**LIVING
PROOF**

DETECTIVE

DORIAN DESANTIS

SAVE

ON SEPTEMBER 16, 2013, AS OFFICER DESANTIS RESPONDED TO AN ACTIVE SHOOTER SITUATION AT THE WASHINGTON D.C. NAVY YARD, HE WAS SHOT IN THE CHEST BY THE ASSAILANT.

PROVEN

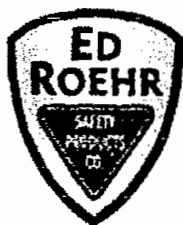
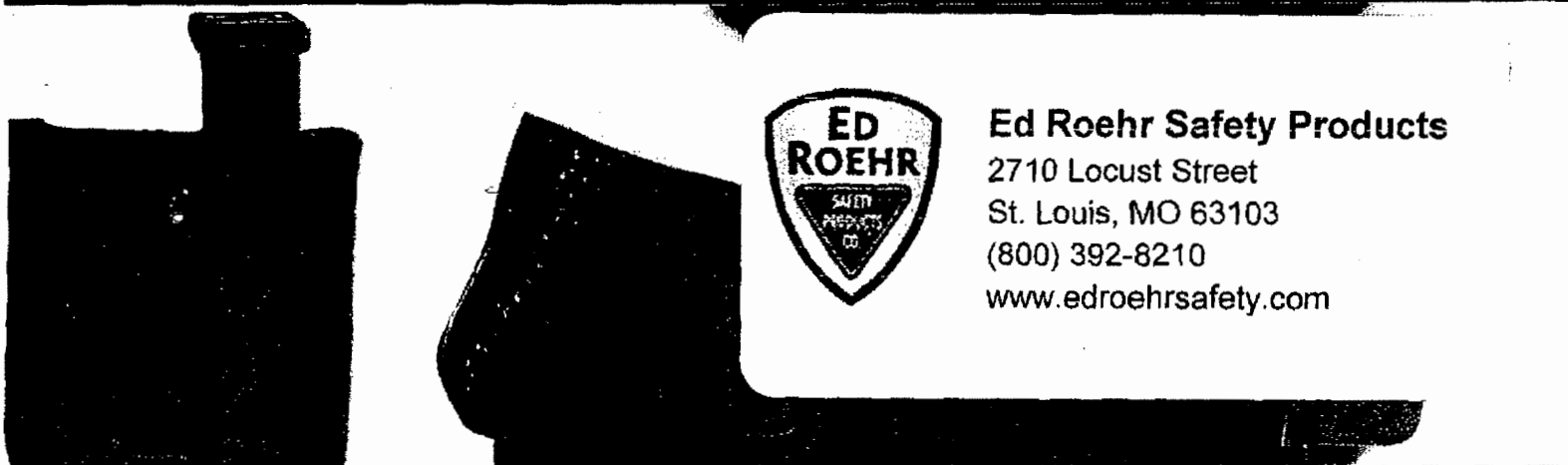
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pp. 70-79

**SHIRT STAYS
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p. 11

**BALLISTIC
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pp. 4-9



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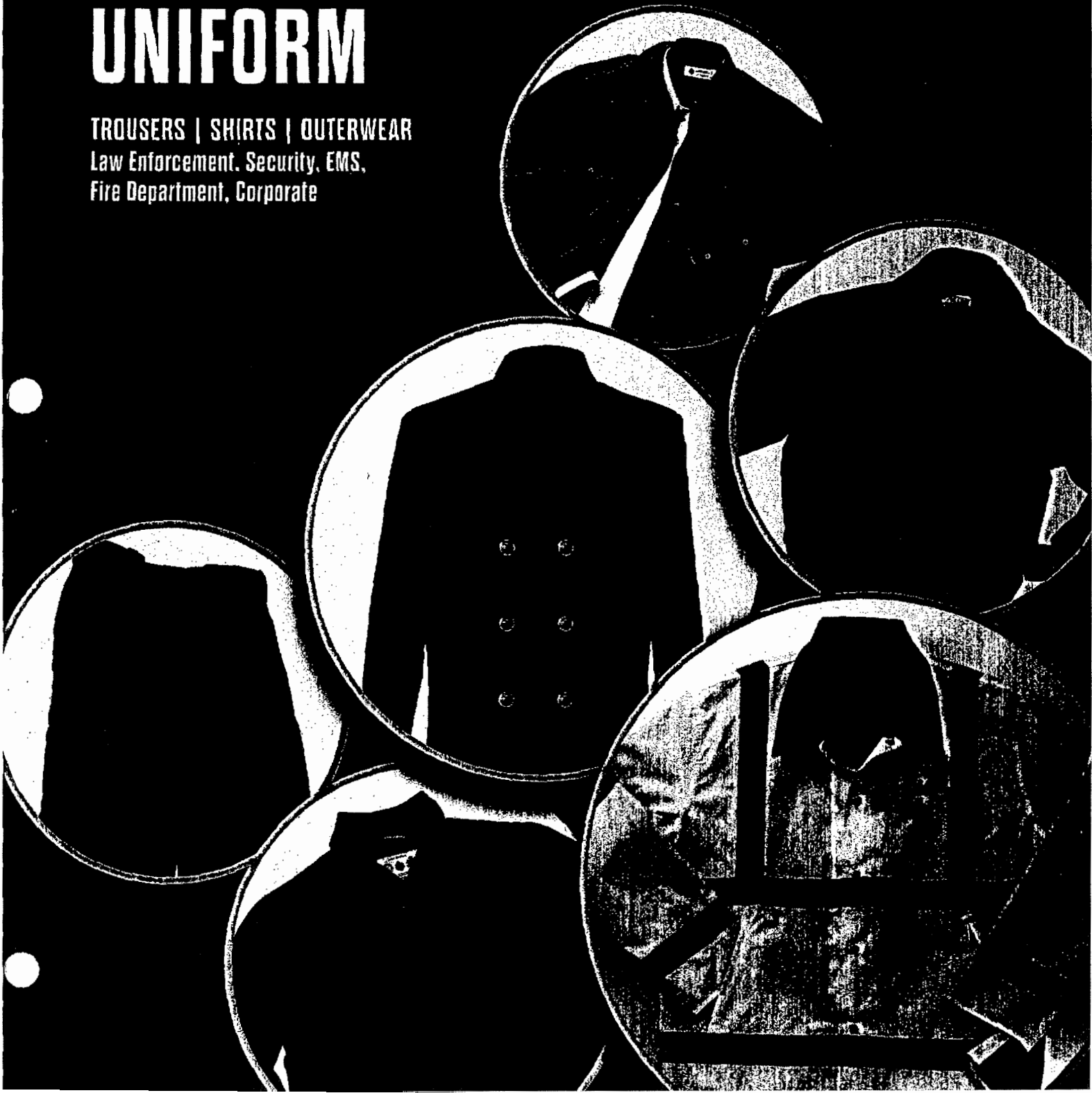
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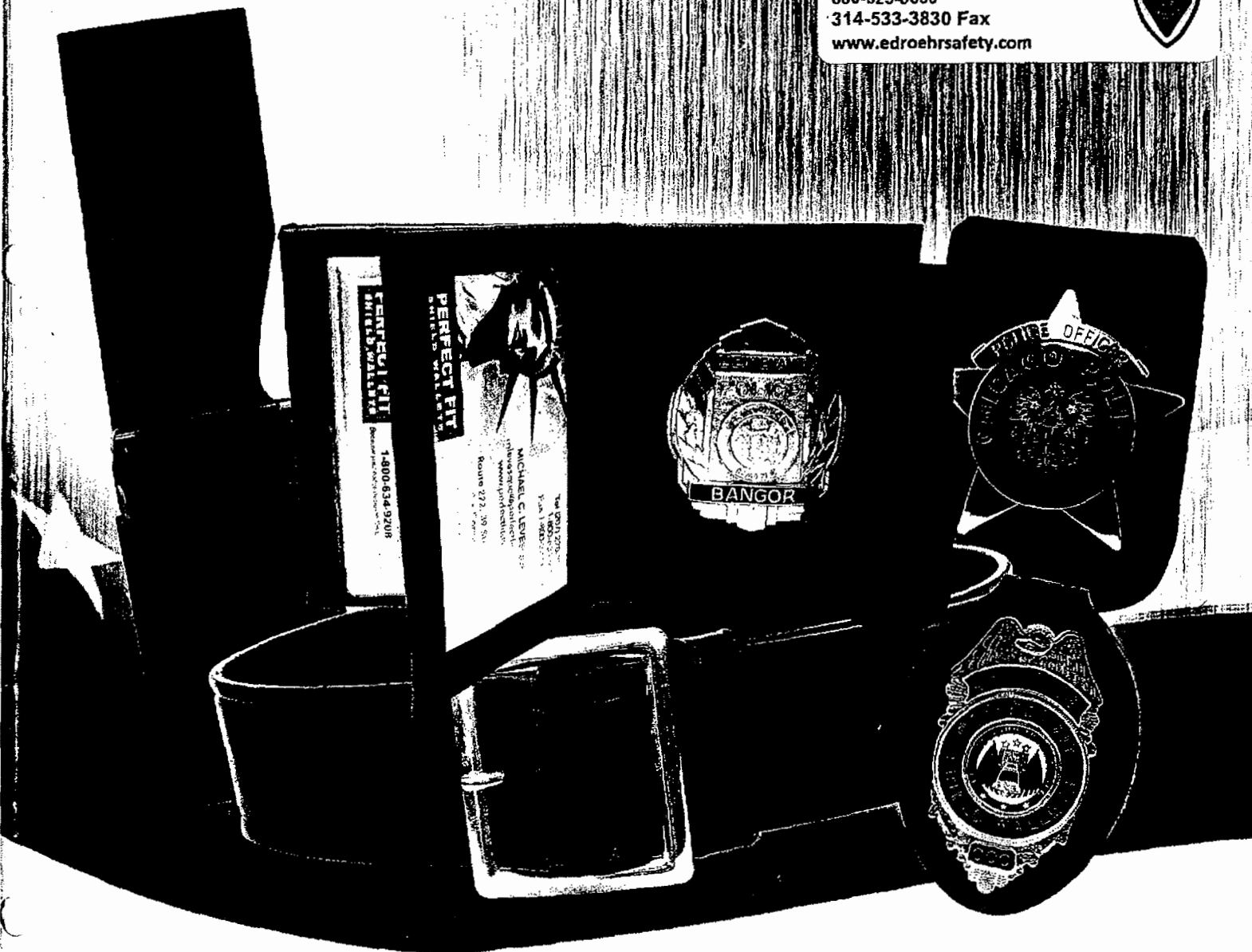
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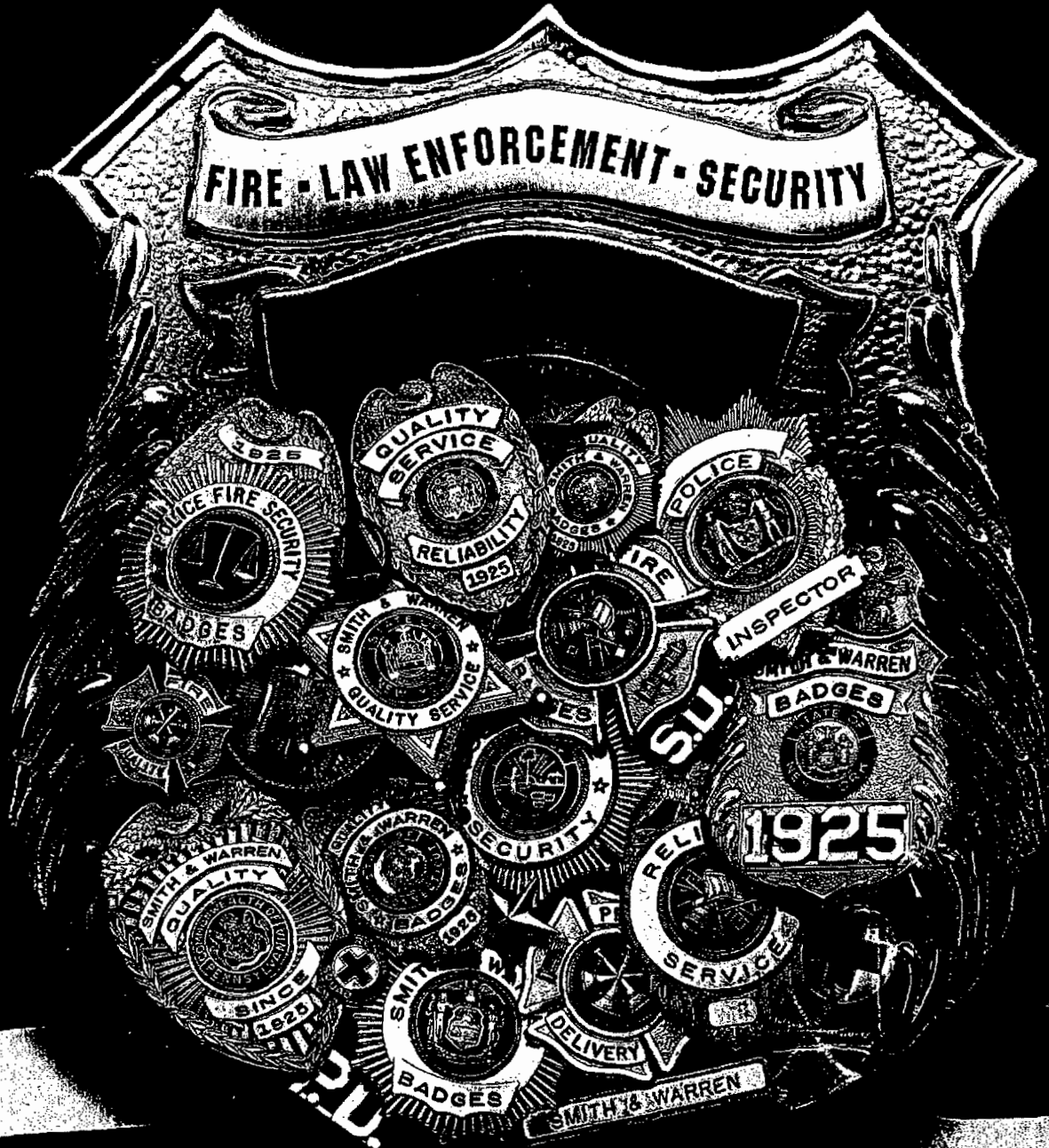
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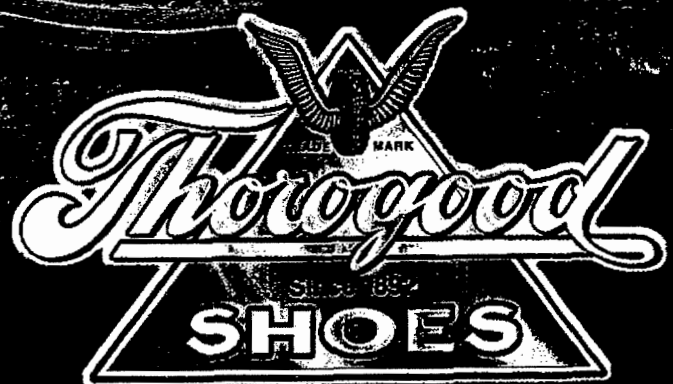
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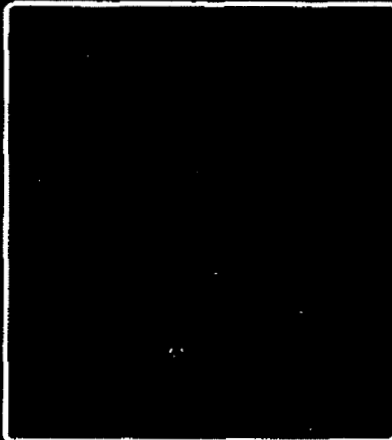
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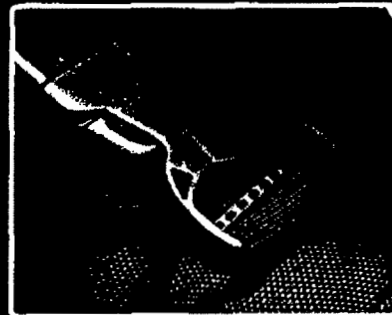
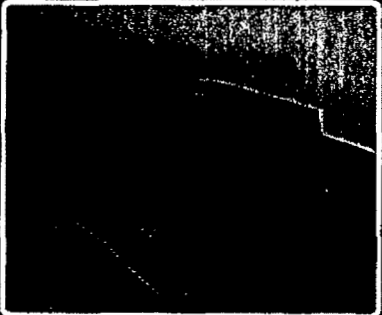
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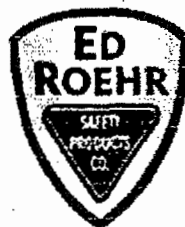


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CATALOG

**LIVING
PROOF**

DETECTIVE

DORIAN DESANTIS



SAVE

ON SEPTEMBER 16, 2013, AS OFFICER DESANTIS RESPONDED TO AN ACTIVE SHOOTER SITUATION AT THE WASHINGTON D.C. NAVY YARD, HE WAS SHOT IN THE CHEST BY THE ASSAILANT.

PROVEN

DORIAN LIVED THROUGH THAT DAY BECAUSE THE PROTECH[®] TACTICAL LEVEL III HARD ARMOR PLATE HE WAS WEARING STOPPED THE 9MM ROUND.

ORIGINAL

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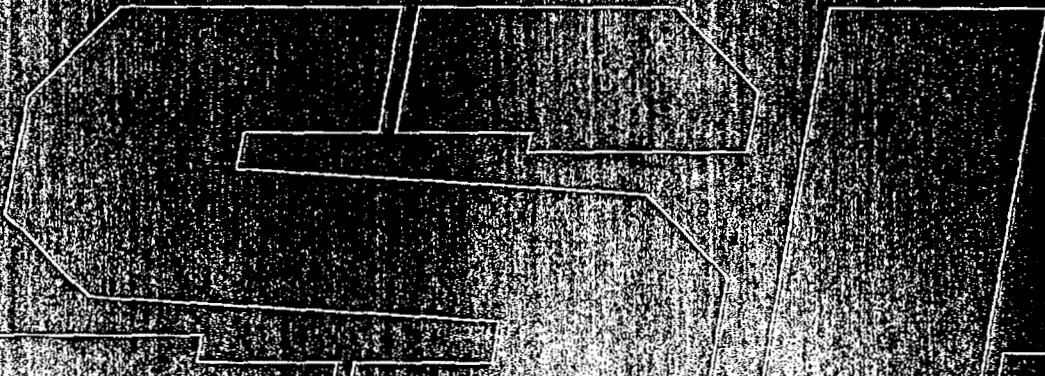
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Category #4

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Office of Administration

BAFO Request No.: 001

Solicitation/Opportunity (OPP) No.: RFPC300349016735

Title: Law Enforcement/Public Safety Gear/Supplies/Equipment

Manufacturers/Suppliers:

Kroll International

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July 22, 2016

State of Missouri
Office of Administration
Division of Purchasing
Best And Final Offer (BAFO) No.: 001
Solicitation/Opportunity (OPP) No.: RFPC300349016735
Title: Law enforcement/Public Safety Gear/Supplies/Equipment
Category No.: 4

ORIGINAL

RE: Kroll International

Kroll International is a manufacturer direct supplier for variety of products for Law Enforcement, Public Safety, Fire & EMS. Due to the vast assortment of manufacturers and products a catalog is not practical resource.

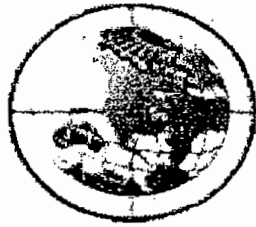
All of Kroll International's products and manufacturers are available online at www.krollcorp.com. Each product is listed and provides detailed product information including the manufacturer's part number, UPC Code, Weight, Classification, & Description by using the search feature on the website. This information also includes the MSRP (Manufacturers Suggested Retail Price). The MSRP is where the offered category discount would be applied.

Ed Roehr Safety Products has identified and listed all manufacturers in which the title: category #4 of the RFPC300349016735 are applicable. Only the manufacturers identified on the category listing will be eligible for the offered discount.

If there are questions or concerns in regard to the offering of Kroll International as an offered supplier for the RFP listed, please do not hesitate to contact me anytime.

Respectfully Submitted,

Andrew Strebler
Manager of Operations
O# (314) 533-9344 x240
M# (314) 220-6276
andrew@edroehrsafety.com



Kroll

INTERNATIONAL

ORIGINAL

Product Number Prefix Guide

The following is an easy-to-use guide for Kroll's product number prefixes.

Manufacturer	Prefix
Benchmade	BM-
BLACKHAWK	BH-, CQC
Bollé	BE-
Bushnell Optics	BO-
CamelBak	CB-
CodeRed Headsets	CRD
Columbia River Knife & Tool	CR-
Damascus	DM-
DPx Gear	DP
Dynamic Entry	BH-DE
EarHugger Safety	EH-
EMI	EMI-
ESS Eyewear	ESS-
Gerber	GB-
HK Knives	BM-
Honeywell	HL-
Howard Leight	HL-

Manufacturer	Prefix
Homvee	CC-HMV-
KA-BAR	KA-
Kershaw Knives	KK-
LifeHammer	LH-
NOV-8 Safety	NOV8-
Peerless Handcuffs	PR-
Pelican Products	PL-
PLANO	PLN-
Pro-Line Safety Products	TS- or No Prefix
Quiqlite	QL-
Ringers Gloves	RG-
Saunders	SA-
Schrade Knives & tools	SCH or No Prefix
SOG Knives	SOG-
Spyderco	SPY-
WileyX	WX-
ZAK Tools	ZAK-

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PREMIERE EMBLEM AND INSIGNIA

Part Number's	Description1	Description2	MSRP
*P118-500G	STAR/NO ENAMEL/GOLD	1/2"	6.00
*P118-500S	STAR/NO ENAMEL/SILVER	1/2"	6.00
*P118-501G	1/2" SCALE OF JUSTICE	COLLAR DEVICE	6.00
*P118-501S	SCALE OF JUSTICE/ENAMEL	SILVER 1/2"	6.00
*P118-502G	POLICE CHAPLIN CROSS/GOLD	1/2"	6.00
*P118-502S	POLICE CHAPLIN CROSS/SILVER	1/2"	6.00
*P118-503G	POLICE CHAPLAIN STAR/GOLD	1/2"	6.00
*P118-503S	POLICE CHAPLAIN STAR/SILVER	1/2"	6.00
*P118-504G	SHERIFF'S OFFICE CHAPLIN	STAR/GOLD	6.00
*P118-504S	SHERIFF'S OFFICE CHAPLIN	STAR/SILVER	6.00
*P118-GAK	1/2" ALASKA INSERT	GOLD	6.00
*P118-GAL	1/2" ALABAMA INSERT	GOLD	6.00
*P118-GAR	1/2" ARKANSAS INSERT	GOLD	6.00
*P118-GAZ	1/2" ARIZONA INSERT	GOLD	6.00
*P118-GCA	1/2" CALIFORNIA INSERT	GOLD	6.00
*P118-GCO	1/2" COLORADO INSERT	GOLD	6.00
*P118-GCT	1/2" CONNECTICUT INSERT	GOLD	6.00
*P118-GDE	1/2" DELAWARE INSERT	GOLD	6.00
*P118-GFL	1/2" FLORIDA INSERT	FULL COLOR / GOLD	6.00
*P118-GGA	1/2" GEORGIA INSERT	GOLD	6.00
*P118-GHI	1/2" HAWAII INSERT	GOLD	6.00
*P118-GIA	1/2" IOWA INSERT	GOLD	6.00
*P118-GID	1/2" IDAHO INSERT	GOLD	6.00
*P118-GIL	1/2" ILLINOIS INSERT	GOLD	6.00
*P118-GIN	1/2" INDIANA INSERT	GOLD	6.00
*P118-GKS	1/2" KANSAS INSERT	GOLD	6.00
*P118-GKY	1/2" KENTUCKY INSERT	GOLD	6.00
*P118-GLA	1/2" LOUISIANA INSERT	GOLD	6.00
*P118-GMA	1/2" MASSACHUSETTS INSERT	GOLD	6.00
*P118-GMD	1/2" MARYLAND INSERT	GOLD	6.00
*P118-GME	1/2" MAINE INSERT	GOLD	6.00
*P118-GMI	1/2" MICHIGAN INSERT	GOLD	6.00
*P118-GMN	1/2" MINNESOTA INSERT	GOLD	6.00
*P118-GMO	1/2" MISSOURI INSERT	GOLD	6.00
*P118-GMP	FLORIDA MAP/GOLD 1/2"		6.00
*P118-GMS	1/2" MISSISSIPPI INSERT	GOLD	6.00
*P118-GMT	1/2" MONTANA INSERT	GOLD	6.00
*P118-GNC	1/2" NORTH CAROLINA INSERT	GOLD	6.00
*P118-GND	1/2" NORTH DAKOTA INSERT	GOLD	6.00
*P118-GNE	1/2" NEBRASKA INSERT GOLD		6.00
*P118-GNH	1/2" NEW HAMPSHIRE INSERT	GOLD	6.00
*P118-GNJ	1/2" NEW JERSEY INSERT	GOLD	6.00
*P118-GNM	1/2" NEW MEXICO INSERT	GOLD	6.00
*P118-GNV	1/2" NEVADA INSERT	GOLD	6.00
*P118-GNY	1/2" NEW YORK INSERT	GOLD	6.00
*P118-GOH	1/2" OHIO INSERT	GOLD	6.00
*P118-GOK	1/2" OKLAHOMA INSERT	GOLD	6.00
*P118-GOR	1/2" OREGON INSERT	GOLD	6.00
*P118-GPA	1/2" PENNSYLVANIA INSERT	GOLD	6.00
*P118-GPAC	1/2" COMMONWEALTH OF	PENNSYLVANIA GOLD SEAL	6.00
*P118-GRI	1/2" RHODE ISLAND INSERT	GOLD	6.00
*P118-GSC	1/2" SOUTH CAROLINA INSERT	GOLD	6.00
*P118-GSCY	SOUTH CAROLINA TIE TAC	YELLOW BACKGROUND /GOLD	6.00
*P118-GSD	1/2" SOUTH DAKOTA INSERT	GOLD	6.00
*P118-GTN	1/2" TENNESSEE INSERT	GOLD	6.00
*P118-GTXB	1/2" TEXAS BLUE ENAMEL GOLD	SEAL	6.00
*P118-GTXR	1/2" TEXAS INSERT	RED ENAMEL/GOLD	6.00

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ORIGINAL



780 South Progress Drive . Medina, Ohio 44256
Phone: (330) 723-0000 . Fax: (330) 723-0035
www.firedex.com / firewriter.firedex.com
EFFECTIVE February 15, 2016

2016 CONSUMER PRICE LIST

Turnout Clothing, Emergency Response Clothing, Proximity Clothing

Email orders to:
customerservice@firedex.com

Mail or fax orders to:
Fire-Dex, LLC
780 South Progress Drive
Medina, OH 44256
Fax: (330) 723-0035

Remit payment to:
Fire-Dex, LLC
Dept 781422
P.O. BOX 78000
Detroit, MI 48278-1422

Order Submittal:

- Order must be sent via email, faxed or mailed. Phone orders are generally not accepted.
- All orders must have a purchase order to be processed.
- All orders will be acknowledged via fax or mail. **No response to an acknowledgement will be viewed as an acceptance of the order. The sale will be final.**

Terms & Conditions:

Payment terms are NET 30 days from date of shipment. Accounts that continually exceed these terms may be placed on cash/COD status. Any invoice not paid within 30 days will be subject to 1.5% interest per month (18% annually).

F.O.B. Shipping Point

Minimum Order:
\$250.00 – A \$25.00 service charge will be charged for orders less than minimum.

Returns:

As Fire-Dex® does not maintain inventory of finished product, items purchased are non-returnable. Goods will not be accepted without a valid return goods authorization number (RGA#). RGAs are obtainable from the Customer Service Representative. Returns are not permitted on any orders of gear over 90 days old. Gear must be from current production standards. All returned goods must be returned clean (in accordance with guidelines of NFPA 1500), to facilitate inspection for proper handling. Goods that have not been cleaned will be sent back freight collect. Authorized returns of goods which came from our stock, will be charged a 25% restocking charge unless found defective in material or workmanship under warranty.

WARRANTY:

Fire-Dex, LLC warrants its protective clothing products to be free from defects in workmanship for the serviceable life of the products when used by appropriately trained personnel following proper fire fighting procedures and when the product's warning, use and care instructions are followed. Some fabrics and materials Fire-Dex uses fabrics have warranties provided by the material manufacturers including, but not limited to W.L. Gore and Stedfast. Please refer to those warranties prior filing a warranty claim with Fire-Dex. Any material warranty claims will be handled through the material manufacturer.

Inasmuch as Fire-Dex has no control over the manner or way in which our product is used after it leaves our plant, Fire-Dex, cannot be responsible by warranty or otherwise, for results or effect of its use. Each user should make their own tests (preferably by a qualified safety engineer) to determine the suitability of our product for his particular application.

WARNING FOR TURNOUT CLOTHING: Protective clothing systems are for conventional structural fire fighting only to protect the body (excluding head, hands & feet) against temperature extremes, steam, hot water and particles. For effective protection, both coat and pant must be worn. This clothing is not proximity or entry gear. It is not designed to be kept in direct contact with flames or molten metal, or for protection against hazardous chemical, biological or radiological agents. User must have the background necessary to select correct clothing for the job and use it safely. WHEN PROPERLY CONFIGURED, FIRE-DEX® CLOTHING MEETS OR EXCEEDS CURRENT NFPA AND OSHA REQUIREMENTS.

Prices and terms subject to change without notice or obligation.

Possession of this price list does not constitute an offer by FIRE-DEX, LLC to sell to the holder. Sales will be made only to previously qualified and accepted distributors. FIRE-DEX, LLC reserves the right to revoke distributorship at any time.

Fire-Dex® Custom Express Fire-Dex® will ship custom gear within five working days from receipt of acknowledged order for a 20% service charge applied to the distributor price. If the order is not shipped in five days, no expedite charge will be applied. Shipment of an acknowledged Custom Expedited Gear order is guaranteed in ten working days or less, or a 20% additional discount will be applied to the order. Orders must be acknowledged by Fire-Dex Customer Service and are subject to materials availability and production capacity. Maximum of 20 sets per order, and this service is available for standard options listed on the Fire-Dex 2016 Consumer Price List. This service is only available to established distributors whose accounts are current and in good standing.



ORIGINAL

Category #5

Hazardous Material (HazMat) Responder Gear/Supplies

State of Missouri

Office of Administration

BAFO Request No.: 001

Solicitation/Opportunity (OPP) No.: RFPC300349016735

Title: Law Enforcement/Public Safety Gear/Supplies/Equipment

Manufacturers/Suppliers:

Logistics Supply

Blauer Manufacturing ChemBio Suits

Ed Roehr Safety Products Co.

2710 Locust St.
St. Louis, MO 63103
800-325-8650



www.edroehrsafetv.com



Blauer

SERIOUS PROTECTION

ORIGINAL

CHEMBIO

HOMELAND DEFENDER

PROTECTIVE ENSEMBLES FOR CBRN AND HAZMAT INCIDENTS

Modern Day Threats Require Cutting-Edge PPE Performance.

The threats and performance requirements that first responders face today are radically different than the past. Hazardous industrial chemicals and materials are used in more industries than ever and are stored and transported throughout the country. First responders now join the ranks of dedicated HAZMAT teams and military personnel as being required to maintain operational readiness for CBRN incidents as terrorist organizations target these chemicals and materials as relatively easy to access tools of mass destruction for use in heavily populated civilian areas. Homeland Defender® ensembles made with GORE® CHEMPAK® fabrics provide the confidence needed to get the job done in the worst CBRN environments.

Extended Duration Response for Warm Zone CBRN Incidents

Blauer's XRT ensemble is NFPA 1994 Class 3 certified for protection against liquid, vapor and particulate CBRN agents at levels below IDLH. Made with GORE® CHEMPAK® Selectively-permeable fabric, the XRT suit is lightweight and highly breathable to provide comfort during extended response operations. The suit's one piece design with integrated glove system and booties eliminates the need for chemical tape and allows first responders and down-range personnel to quickly self-don the suit with approved APR/PAPR systems.

Features & Benefits

- Lightweight and form-fitting for excellent mobility
- Breathable barrier fabric allows heat and sweat vapor to dissipate away from the body for greater comfort and extended wear time (up to 8 hrs)
- Front-entry design allows for self-donning if necessary
- Integrated glove system and booties eliminate the need for chemical tape

Dual-Certified Protection for Hot Zone CBRN Missions

Blauer's Multi-Threat ensemble offers the highest level of protection in the Homeland Defender® line from liquid, vapor, and particulate forms of CBRN agents. The suit is made of GORE® CHEMPAK® Ultra-barrier fabric and is certified to NFPA 1994 Class 2 and NFPA 1992 for protection against chemical warfare agents (CWA's) and toxic industrial chemicals (TIC's) at concentrations at or above IDLH when worn with approved SCBA systems. For added protection, this revolutionary non-permeable membrane is laminated to a 4.5 ounce NOMEX IIIA outer shell, which provides excellent static dissipative performance and resists melting, dripping, and burning when exposed to high heat and flame.

Features & Benefits

- Form-fitting design for superior mobility and confined space operations
- NOMEX® IIIA laminate fabrics for limited FR protection
- Approved for use with tactical-style boots
- Tactical gloves for superior dexterity
- One piece design with integrated CBRN booties and gloves
- Rubber to rubber SCBA mask interface eliminates the need for chemical tape



⚡ LOGISTICS

GOING BEYOND SUPPLY



Ed Roehr Safety Products Co.

2710 Locust St.
St. Louis, MO 63103
800-325-8650



www.edroehrsafety.com

YOUR GROWTH PARTNER

2015 DISTRIBUTOR SALES GUIDE



Ed Roehr Safety Products
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St. Louis, MO 63103

Toll Free 1-800-392-8210
314-533-9344
Fax 314-533-3870

"Proudly Serving Those Who Serve Us....Bumper To Bumper and Head to Toe"

July 22, 2016

State of Missouri
Office of Administration
Division of Purchasing
Best And Final Offer (BAFO) No.: 001
Solicitation/Opportunity (OPP) No.: RFPC300349016735
Title: Law enforcement/Public Safety Gear/Supplies/Equipment
Category No.: 5

ORIGINAL

RE: Logistics Supply (Fleet Wholesale Direct)

Logistics Supply or Fleet Wholesale Direct is a manufacturer direct supplier for variety of products for Safety, HazMat, First Aid, Warning, Protective & Fire Safety Products. Due to the vast assortment of manufacturers and products their catalog is not a comprehensive resource (although a catalog is provided with the RFP).

All of Logistics Supply's products and manufacturers are available online at www.logisticssupply.com or www.fleetwholesaledirect.com . Each product is listed and provides detailed product information including the manufacturer's part number, UPC Code, Weight, Classification, & Description by using the search feature on the website. This information **does not** include the MSRP (Manufacturers Suggested Retail Price). The MSRP is where the offered category discount would be applied. The MSRP is available in the provided price list. In the event a product is not listed in the price list the agency should contact Ed Roehr Safety Products for the MSRP of that particular item.

Ed Roehr Safety Products is offering all manufacturers products available through Logistics Supply/Fleet Wholesale Direct to the State of Missouri through the RFPC300349016735.

If there are questions or concerns in regard to the offering of Logistics Supply/Fleet Wholesale Direct as an offered supplier for the RFP listed, please do not hesitate to contact me anytime.

Respectfully Submitted,

Andrew Strebler
Manager of Operations
O# (314) 533-9344 x240
M# (314) 220-6276
andrew@edroehrsafety.com

ORIGINAL

Category #6

**Lighting Gear/Supplies
for Vehicles**

Ed Roehr Safety Products Company, Inc.

2710 Locust Street

St. Louis, MO 63103

(800) 395-8210

www.edroehrsafety.com

Ed Roehr Safety Products Co.

2710 Locust St.
St. Louis, MO 63103
800-325-8650
314-533-3830 Fax
www.edroehrsafety.com



Download digital copy



Effective April 18, 2016

////// CODE 3®

2016 LIST PRICE BOOK

emergency vehicle lighting

sirens

parts

warranties

Ed Roehr Safety Products Co.

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St. Louis, MO 63103

800-325-8650

314-533-3830 Fax

www.edroehrsafety.com



CODE 3®



2015-16 PRODUCT

GUIDE

ORIGINAL

Category #7

Rescue Gear/Supplies

Ed Roehr Safety Products Company, Inc.

2710 Locust Street

St. Louis, MO 63103

(800) 395-8210

www.edroehrsafety.com

ORIGINAL

Ed Roehr Safety Products Co.
2710 Locust St.
St. Louis, MO 63103
800-325-8650
314-533-3830 Fax
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MUSTANG SURVIVAL, INC.
1215 Old Fairhaven Parkway, Suite C
Bellingham, WA
USA 98225

Phone: 1.800.526.0532
Fax: 1.888.676.5014
Orders: orders@mustangsurvival.com
Email: custserv@mustangsurvival.com

mustangsurvival.com

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2016

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www.edroehrsafety.com



CATALOG

**LIVING
PROOF**

DETECTIVE

DORIAN DESANTIS

SAVE

ON SEPTEMBER 16, 2013, AS OFFICER DESANTIS RESPONDED TO AN ACTIVE SHOOTER SITUATION AT THE WASHINGTON D.C. NAVY YARD. HE WAS SHOT IN THE CHEST BY THE ASSAILANT.

PROVEN

DORIAN LIVED THROUGH THAT DAY BECAUSE THE PROTECH® TACTICAL LEVEL III HARD ARMOR PLATE HE WAS WEARING STOPPED THE 9MM ROUND.

ORIGINAL

Category #8

Restraint Gear/Supplies

Ed Roehr Safety Products Company, Inc.

2710 Locust Street

St. Louis, MO 63103

(800) 395-8210

www.edroehrsafety.com

THE

GROUP

2016

Ed Roehr Safety Products Co.

2710 Locust St.
St. Louis, MO 63103

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314-533-3830 Fax

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CATALOG

**LIVING
PROOF**

DETECTIVE

DORIAN DESANTIS

SAVE

ON SEPTEMBER 16, 2013, AS OFFICER DESANTIS RESPONDED TO AN ACTIVE SHOOTER SITUATION AT THE WASHINGTON D.C. NAVY YARD, HE WAS SHOT IN THE CHEST BY THE ASSAILANT.

PROVEN

DORIAN LIVED THROUGH THAT DAY BECAUSE THE PROTECH® TACTICAL LEVEL III HARD ARMOR PLATE HE WAS WEARING STOPPED THE 9MM ROUND.

ORIGINAL

Category #9
SWAT Team
Gear/Supplies

Ed Roehr Safety Products Company, Inc.
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St. Louis, MO 63103
(800) 395-8210
www.edroehrsafety.com

THE

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2016

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2016

Ed Roehr Safety Products Co.

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St. Louis, MO 63103
800-325-8650
314-533-3830 Fax
www.edroehrsafety.com



CATALOG

**LIVING
PROOF**

DETECTIVE

DORIAN DESANTIS

SAVE

ON SEPTEMBER 16, 2013, AS OFFICER DESANTIS RESPONDED TO AN ACTIVE SHOOTER SITUATION AT THE WASHINGTON D.C. NAVY YARD, HE WAS SHOT IN THE CHEST BY THE ASSAILANT.

PROVEN

DORIAN LIVED THROUGH THAT DAY BECAUSE THE PROTECH® TACTICAL LEVEL III HARD ARMOR PLATE HE WAS WEARING STOPPED THE 9MM ROUND.

ORIGINAL

Category #10
Miscellaneous

Ed Roehr Safety Products Company, Inc.
2710 Locust Street
St. Louis, MO 63103
(800) 395-8210
www.edroehrsafety.com

Ed Roehr Safety Products Co.

2710 Locust St.

St. Louis, MO 63103

800-325-8650

314-533-3830 Fax

www.edroehrsafety.com



U S I N G S E R V I C E S
J O T T O P U B L I C S A F E T Y . C O M

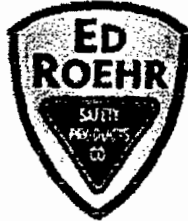
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2710 Locust St.
St. Louis, MO 63103
800-325-8650
314-533-3830 Fax
www.edroehrsafety.com



Pro-gard

PRODUCTS LLC.

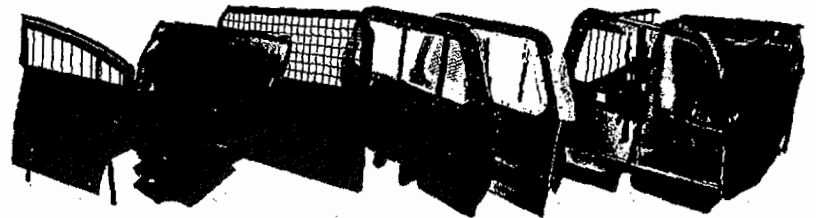
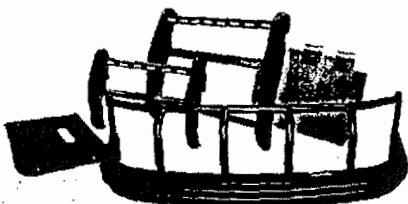


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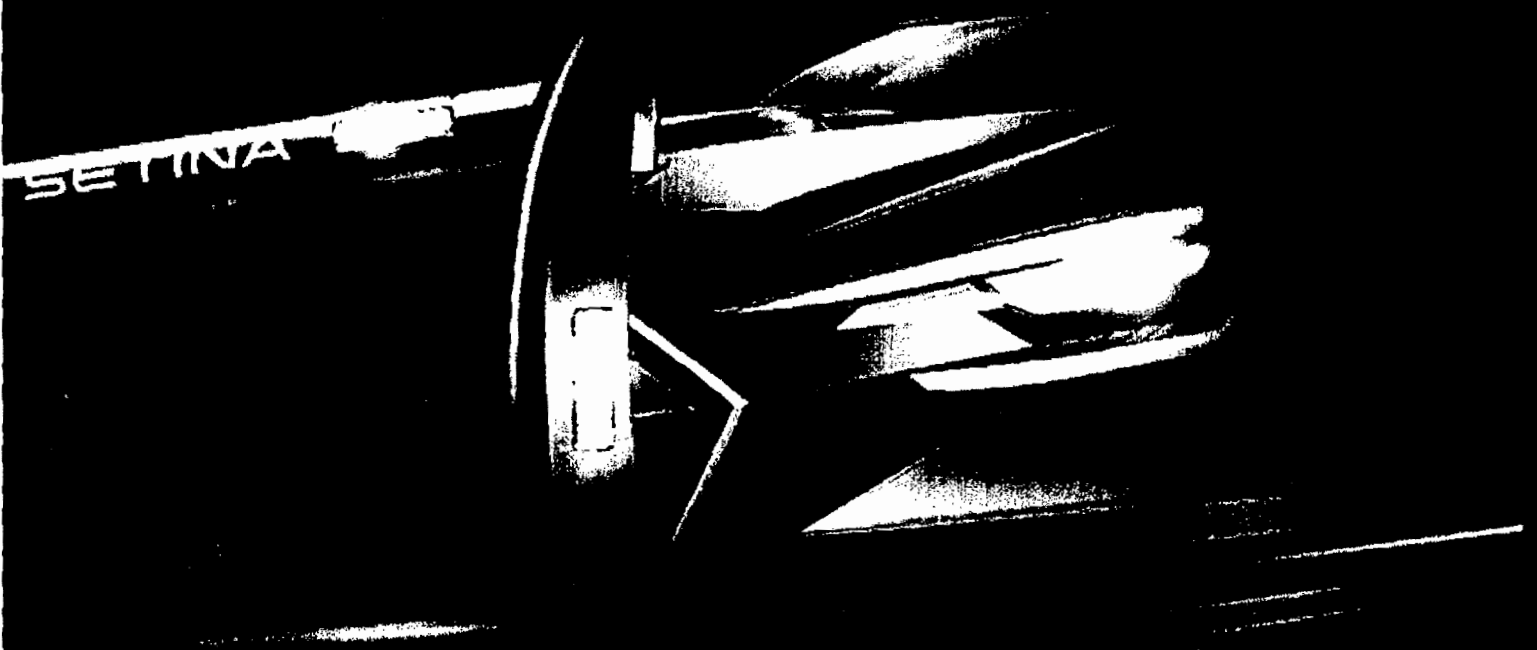
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SETINA | 2015-16 EQUIPMENT



SETINA

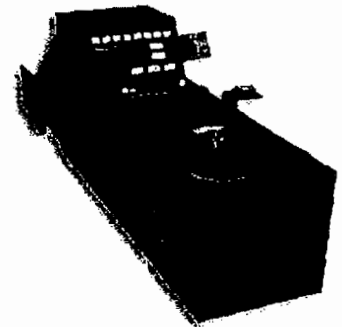
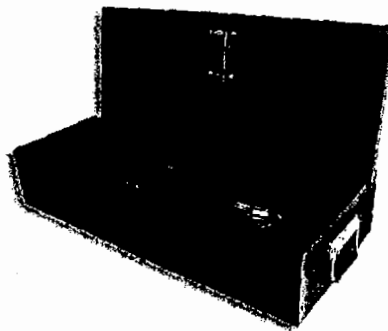
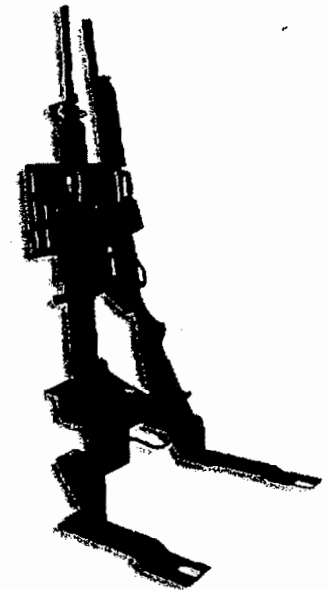
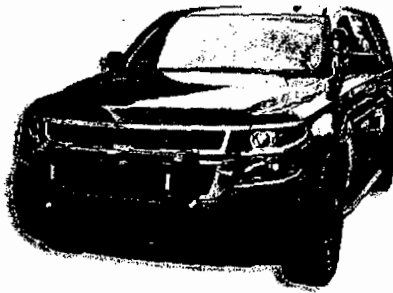
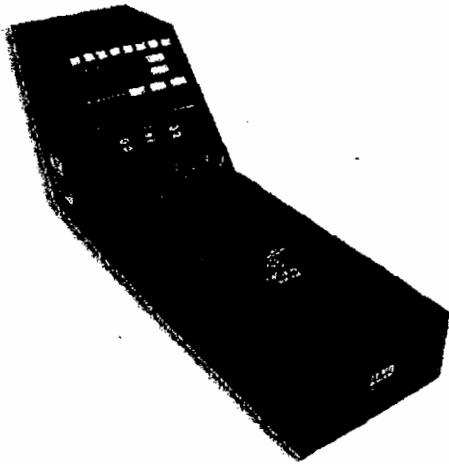
MANUFACTURING

LUND INDUSTRIES

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St. Louis, MO 63103
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314-533-3830 Fax
www.edroehrsafety.com



Vehicle Solutions



2015-16

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accessories



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR BEST AND FINAL OFFER (BAFO)
FOR REQUEST FOR PROPOSAL (RFP)

ORIGINAL

BAFO REQUEST NO.: 001
SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC300349016735
TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT
ISSUE DATE: 7/14/16

REQ NO.: None
BUYER: Liz Palazzolo
PHONE NO.: (573) 751-4885
E-MAIL: liz.palazzolo@oa.mo.gov

BAFO RESPONSE SHOULD BE RETURNED BY: 7/20/16 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in Division of Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) PURCHASING PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) PURCHASING 301 WEST HIGH STREET, RM 630 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

Statewide
For Various State Agencies and Political Subdivisions
Throughout the State of Missouri

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 as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests. The vendor agrees that the language of the original RFP as modified by any previously issued RFP addendums and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

VENDOR NAME Ed Roehr Safety Products	MissouriBUY'S SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust Street	
CITY, STATE, ZIP CODE St. Louis, MO 63103	
CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830
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 X <i>Duane Wall</i>	DATE 7/21/16
PRINTED NAME Duane Wall	TITLE President

BEST AND FINAL OFFER (BAFO) #001 to RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

RFPC30034901600735 is hereby revised as follows:

1. The following paragraphs have been **REVISED**: 2.17.2, 2.18.2, 2.19.2, 3.7.1, 3.10.1, 4.7.6, 4.8.1, and 4.9.1.
2. The following Exhibits have been **REVISED**: A and B.

All revisions made as a result of BAFO Request #001 are noted in bold and italicized font.



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

ADDENDUM NO.: 02

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

ISSUE DATE: 05/23/16

REQ NO.: None

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)

PURCHASING

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

PURCHASING

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

Statewide
For Various State Agencies and Political Subdivisions
Throughout the State of Missouri

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 as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME Ed Roehr Safety Products	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust Street	
CITY, STATE, ZIP CODE St. Louis, MO 63103	

CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830

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 <input checked="" type="checkbox"/> <i>Duane Wall</i>	DATE 7-21-16
PRINTED NAME Duane Wall	TITLE President

ADDENDUM #02 to RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. The following paragraph has been **REVISED**: 3.2.5.
2. The following Exhibit has been **REVISED**: Exhibit B (paragraph numbering).

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

ADDENDUM NO.: 01

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

ISSUE DATE: 05/02/16

REQ NO.: None

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)

PURCHASING

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

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301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

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Statewide
For Various State Agencies and Political Subdivisions
Throughout the State of Missouri

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 as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME Ed Roehr Safety Products	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust Street	
CITY, STATE, ZIP CODE St. Louis, MO 63103	

CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830
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 X	DATE 7/21/16
PRINTED NAME Duane Wall	TITLE President



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

RFP NO.: RFP30034901600735
 TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT
 ISSUE DATE: 4/29/16

REQ NO.: N/A
 BUYER: LIZ PALAZZOLO
 PHONE NO.: (573) 751-4885
 E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO:	PURCHASING		PURCHASING
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

Statewide
 For Various State Agencies and Political Subdivisions
 Throughout the State of Missouri

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 requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

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VENDOR NAME Ed Roehr Safety Products	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust Street	
CITY, STATE, ZIP CODE St. Louis, MO 63103	

CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830
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AUTHORIZED SIGNATURE X <i>Duane Wall</i>	DATE 7/21/16
PRINTED NAME Duane Wall	TITLE President

Jeremiah W. (Jay) Nixon
Governor



ORIGINAL

State of Missouri

Doug Nelson
Commissioner

OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

7/14/16

Ed Roehr Safety Products Company
2710 Locust Street
St. Louis, MO 63103

Dear Mr. Wall:

In accordance with section 4.6 of RFPC30034901600735 Law Enforcement/Public Safety Gear, Supplies, and Equipment for the State of Missouri, this letter shall constitute an official request by the State of Missouri to enter into competitive negotiations with your company. Included with this letter are two attachments.

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

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

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

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

You are requested to respond to this BAFO request by submitting a written, sealed "Best and Final Offer" **BY 5:00 PM CENTRAL TIME ON WEDNESDAY, JULY 20, 2016** to:

Attention: Liz Palazzolo
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

Purchasing

301 West High Street, RM 630
Jefferson City, MO 65101-1517

DPWH 26 JUL 16 AM 11:36

"Original" BOX 1 of 2

Bid #

RFPC30034901600735

Bid Due Date: 6/28/16

Time: 3:00 P.M.

DPMM 26 JUL '16 AM 11:36

Purchasing
301 West High Street, RM 630
Jefferson City, MO 65101-1517

3 Copies" BOX 2 of 2

id #

FPC30034901600735

Due Date: 6/26/16

5:00 P M

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner



State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

7/14/16

Ed Roehr Safety Products Company
2710 Locust Street
St. Louis, MO 63103

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Attention: Liz Palazzolo
Division of Purchasing
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

The outside of the packet containing the BAFO response needs to state, "BAFO for RFPC30034901600735 on the lower left corner. Please include the original plus three (3) copies (for a total of four (4) documents) of your response. Faxed or e-mailed responses are not acceptable.

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

If you have any questions regarding this BAFO request, please contact me at (573) 751-4885 or e-mail me at liz.palazzolo@oa.mo.gov. I sincerely appreciate your efforts in working with the State of Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Liz Palazzolo, CPPO, C.P.M.
Section Manager – Commodities Procurements

/lp

c: Evaluation Team
RFPC30034901600735

Attachments: Best and Final Offer Request List
RFP including BAFO form

Ed Roehr Safety Products Company

Best And Final Offer Request List

BAFO #001 for RFPC30034901600735

1. **IDENTIFIED DEFICIENCIES AND AREAS OF CONCERN/CLARIFICATION:**

1.1 Ed Roehr Safety Products Company is offering a Tier One proposal but has not quoted line items #4 and #5 on the Pricing Page. Requirements of RFPC30034901600735 state that one single discount shall be quoted for each of the identified sub-categories for Tier One proposals (see paragraph 4.7.4(a) and instructions on the Pricing Page of RFPC30034901600735 for Tier One).

In its BAFO #001 response, Ed Roehr Safety Products Company must quote a firm, fixed discount for all line items of Tier One, including line items 4 and 5.

2. **OFFEROR RESPONSE TO CHANGED REQUIREMENTS :** Requirements of RFPC30034901600735 have been revised by the BAFO #001 Request to RFPC30034901600735. By signing the cover page of the BAFO request, the offeror indicates acceptance and compliance with all revisions of the BAFO #001 Request to RFPC30034901600735.



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

ORIGINAL

ADDENDUM NO.: 02

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

ISSUE DATE: 05/23/16

REQ NO.: None

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)

PURC

PO B:

JEFFI

or (Courier Service)

PURCHASING

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DA

andrew@edroehrsafety.com

E YEAR

DELIVER SUPPLIES/SERV

INATION TO THE FOLLOWING ADDRESS:

State Agencies and Political Subdivisions
Throughout the State of Missouri

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 as modified by this and any previously issued RFP addendums. The vendor should, as a matter of clarity and assurance, also sign and return all previously issued RFP addendum(s) and the original RFP document. The vendor agrees that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
Ed Roehr Safety Products Co.	90360
MAILING ADDRESS	
2710 Locust Street	
CITY, STATE, ZIP CODE	
Saint Louis, MO 63103	

CONTACT PERSON	EMAIL ADDRESS
Duane Wall	dwall@edroehrsafety.com
PHONE NUMBER	FAX NUMBER
314-533-9344	314-533-3830
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	DATE
X <i>Duane Wall</i>	6/3/16
PRINTED NAME	TITLE
Duane Wall	President

JANIDIRO

ADDENDUM #02 TO RFP 0000470100733

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

1. The following paragraph has been **REVISED**: 3.2.5.
2. The following *Exhibit* has been **REVISED**: Exhibit B (paragraph numbering).

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

1. Log into **MissouriBUYS**.
2. Select the **Solicitations** tab.
3. Select **View Current Solicitations**.
4. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
6. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
7. Choose the solicitation version you desire to compare to the addendum.
8. Click **Show Version Comparison** (revisions will be in yellow highlight).



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

ADDENDUM NO.: 01

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034901600735

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

ISSUE DATE: 05/02/16

REQ NO.: None

BUYER: Liz Palazzolo

PHONE NO.: (573) 751-4885

E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuys.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

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RETURN PROPOSAL AND ADDENDUM(S) TO:

(U.S. Mail)

PURCHASING

PO BOX 809

JEFFERSON CITY MO 65102-0809

or

(Courier Service)

PURCHASING

301 WEST HIGH STREET, ROOM 630

JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

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

Statewide

For Various State Agencies and Political Subdivisions

Throughout the State of Missouri

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SIGNATURE REQUIRED

VENDOR NAME Ed Roehr Safety Products Co.	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust St.	
CITY, STATE, ZIP CODE Saint Louis, MO 63103	

CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830
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 <input checked="" type="checkbox"/> <i>Duane Wall</i>	DATE 6/3/16
PRINTED NAME Duane Wall	TITLE President



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

RFP NO.: RFPC30034901600735
 TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT
 ISSUE DATE: 4/29/16

REQ NO.: N/A
 BUYER: LIZ PALAZZOLO
 PHONE NO.: (573) 751-4885
 E-MAIL: liz.palazzolo@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 6/6/16 AT 2:00 PM CENTRAL TIME

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.com) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation/OPP Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: **(U.S. Mail)** PURCHASING or **(Courier Service)** PURCHASING
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:
 Statewide
 For Various State Agencies and Political Subdivisions
 Throughout the State of Missouri

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SIGNATURE REQUIRED

VENDOR NAME Duane Wall	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) 90360
MAILING ADDRESS 2710 Locust St	
CITY, STATE, ZIP CODE Saint Louis, MO 63103	

CONTACT PERSON Duane Wall	EMAIL ADDRESS dwall@edroehrsafety.com
PHONE NUMBER 314-533-9344	FAX NUMBER 314-533-3830
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 <input checked="" type="checkbox"/> <i>Duane Wall</i>	DATE 6/3/16
PRINTED NAME Duane Wall	TITLE President

TITLE: LAW ENFORCEMENT/PUBLIC SAFETY GEAR/SUPPLIES/EQUIPMENT

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES AND CLARIFICATIONS:

3. The following paragraph has been **REVISED: 1.4.1.** The Preproposal Conference Date is May 23, 2016.

Vendors may review the revision(s) to the MissouriBUYS electronic solicitation at <https://MissouriBUYS.mo.gov>. Please follow these steps to conduct a comparison to review the electronic solicitation revision(s):

9. Log into **MissouriBUYS**.
10. Select the **Solicitations** tab.
11. Select **View Current Solicitations**.
12. Select **My List** (if you have previously reviewed/responded to this solicitation); Select **Other Active Opportunities** (if you have not previously reviewed/responded to this solicitation).
13. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
14. From the **Overview** page, under **Solicitation History** information, select **Previous Version** from the dropdown box.
15. Choose the solicitation version you desire to compare to the addendum.
16. Click **Show Version Comparison** (revisions will be in yellow highlight).

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor accesses their account by clicking the "Login" button at the top of the MissouriBUYS Home Page. After locating the desired solicitation on the Bid Board, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. Any such electronic submissions must be received prior to the specified end date and time.
 - a. Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
 - b. In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.
- **HARD COPY RESPONSES:** When responding with a hard copy response, any such submission must be received prior to the specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

*****END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE*****

1. INTRODUCTION AND GENERAL INFORMATION**1.2 Purpose:**

- 1.2.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase law enforcement/public safety gear/supplies/equipment in accordance with the requirements and provisions stated herein.
- 1.2.2 Purchases are intended to serve multiple Missouri state agencies and potentially political subdivisions to meet a variety of law enforcement/public safety gear/supplies/equipment needs.

1.3 Historical Information About Purchasing Activity:

- 1.3.1 The state has not had one contract that covers a large variety of public safety and law enforcement equipment, supplies and gear, therefore the state does not have consolidated historical procurement data to make available to offerors. **Attachment One** is provided to illustrate past procurement history for some kinds of law enforcement/public safety gear/supplies/equipment purchases that state agencies have made, and may make under a prospective contract. The offeror must understand that the information in **Attachment One** is considered non-binding to the state, and that the state makes no guarantee about actual enforcement/public safety gear/supplies/equipment and quantities that may be ordered under a contract.

1.4 Pre-Proposal Conference:**REVISED BY ADDENDUM 01**

- 1.4.1 A pre-proposal conference regarding this Request for Proposal will be held on Monday, *May* 23, 2016 at 10:30 A.M. in Room 500 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.4.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.4.3 Offerors are strongly encouraged to advise the Division of Purchasing within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

***** END OF INTRODUCTION AND GENERAL INFORMATION *****

4. OFFEROR'S SUBMISSION INFORMATION

This section of the RFP includes information and instructions to the offeror that is integral to their proposal submittal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the offeror regarding submission a proposal.

4.1 Contact:

4.1.1 Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official proposal opening date.

4.2 Business Compliance:

4.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror 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 offeror shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

4.3 Submission of Offers:

4.3.1 The offeror has the option of proposing either a Tier One or a Tier Two proposal. The offeror shall not propose both Tier One and Tier Two proposals.

4.3.2 An offeror submitting a Tier One proposal must cover all identified public safety and law enforcement equipment, supplies and gear subcategories as listed below:

- a. Apparel, Outerwear, Uniforms and Footwear
- b. Duty Gear, Wearable
- c. Duty Tools, Flashlights, and Other Equipment/Gear/Supplies
- d. First Responder and Emergency Medical Services Gear/Supplies including air/respiratory
- e. Hazardous Material (HazMat) Responder Gear/Supplies
- f. Lighting Gear/Supplies for Vehicles
- g. Rescue Gear/Supplies
- h. Restraint Gear/Supplies
- i. SWAT Team Gear/Supplies
- i. Other Not Already Identified Above - Miscellaneous

- 4.3.3 An offeror submitting a Tier Two proposal shall offer only one specialty line of law enforcement/public safety supply, e.g., forensic laboratory supplies.
- 4.3.4 If proposing a hard-copy proposal for either Tier One or Tier Two, the offeror's proposal should include an original document, plus four (4) copies for a total of five (5) documents.
 - a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- 4.3.5 If submitting a hard-copy proposal, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive(s). The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- 4.3.6 Open Records: Pursuant to section 610.021 RSMo, the offer's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.

4.4 Compliance with Terms and Conditions:

- 4.4.1 The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
- 4.4.2 Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

4.5 Evaluation and Award Process:

- 4.5.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposals in accordance with the evaluation criteria stated below. A separate evaluation shall be conducted for Tier One and Tier Two proposals; only Tier One proposals shall be compared to Tier One proposals; and only Tier Two proposals shall be compared to Tier Two proposals. The evaluation criteria applies the same to both Tier One and Tier Two proposals:

Cost/Discount Pricing	70 Total Points
Offeror's Experience and Reliability	20 Total Points
Proposed Method of Performance, Contractor Support, Product Variety and Product Exclusions	100 Total Points
MBE/WBE Participation	10 Total Points

4.5.2 The State of Missouri intends to award multiple contracts: the state intends to award contracts to the top two (2) scoring offerors for Tier One, and the state reserves the right to award contracts to one, some or all Tier Two offerors, as deemed in its best interests. In the event the state does not award to all Tier Two offerors, the state will award to one or more of the top scoring offerors based on highest to lowest scoring aggregate evaluation points.

4.6 Competitive Negotiation of Proposals:

4.6.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

4.7 Discount Pricing Submission and Evaluation of Cost:

4.7.1 The offeror has the option of submitting a proposal and related firm, fixed discount pricing for Tier One or for Tier Two. The offeror must not offer both Tier One and Tier Two proposals. All discount pricing must conform to RFP requirements.

- a. If submitting a hardcopy proposal, the offeror must submit pricing on the RFP Pricing Page and submit the completed Pricing Page with the offeror's proposal; if the offeror is using the MissouriBUYS system to submit its proposal, then the offeror must complete all required pricing.

4.7.2 The following applies to both Tier One and Tier Two proposals:

- a. Missouri Statewide Contract Quarterly Administrative Fee Payment: The offeror's pricing stated herein shall include all applicable costs associated with the provision of the products/services specified herein, including but not limited to payment of the required administrative fee specified in section 2.18 of the RFP.

4.7.3 A separate cost evaluation will be done for Tier One and Tier Two. Tier One is defined as a proposal that covers all identified public safety and law enforcement equipment, supplies and gear subcategories (see below). Tier Two is defined as a proposal that only covers one public safety and law enforcement equipment, supplies and gear subcategory, that may or may not be defined in the list shown below. The offeror must clearly identify their proposal as being Tier One or Tier Two.

4.7.4 Tier One Discount Pricing: A Tier One proposal must offer products in all of the following identified sub-categories:

- Apparel, Outerwear, Uniforms and Footwear
- Duty Gear, Wearable
- Duty Tools, Flashlights, and Other Equipment/Gear/Supplies
- First Responder and Emergency Medical Services Gear/Supplies including air/respiratory
- Hazardous Material (HazMat) Responder Gear/Supplies

- Lighting Gear/Supplies for Vehicles
- Rescue Gear/Supplies
- Restraint Gear/Supplies
- SWAT Team Gear/Supplies
- Other, Not Already Identified Above - Miscellaneous

a. Tier One Discount Pricing: The offeror must submit only one (1) firm, fixed discount percentage for each identified public safety and law enforcement equipment, supplies and gear subcategory on the Pricing Page. The quoted discount shall apply to public safety and law enforcement equipment, supplies and gear identified in the offeror's catalog or the manufacturer's current price list for the specifically identified subcategory. Multiple discounts for an identified subcategory shall be deemed unacceptable.

- The quoted discount for the subcategory shall be considered firm for the duration of the contract .
- The discount shall apply to all items in the contractor's catalogue or that may otherwise be sourced by the contractor given product exceptions noted on the Pricing Page of the contract.

4.7.5 Tier One Cost Evaluation: Discounts Cost Points Calculation: For purposes of evaluating the quoted discount, the state shall apply the discounts quoted for line items 1-10 on the Pricing Page to an arbitrary purchase price of \$100,000.00 for each identified subcategory. The resulting amount will be considered the discounted price.

a. Results from each identified subcategory will be added together to compute a total Tier One cost score.

Cost points for Tier One shall be calculated as follows:

$$\begin{array}{l} \text{Lowest Responsive Offeror's} \\ \text{Price/Compared Offeror's Price} \end{array} \times \begin{array}{l} \text{Maximum Points} \\ \text{Available for} \\ \text{Discount Pricing} \end{array} = \begin{array}{l} \text{Cost Evaluation Points} \\ \text{for Discount Pricing for} \\ \text{Tier One} \end{array}$$

4.7.6 Tier Two Discount Pricing: A Tier Two proposal must offer a specialty line of public safety and law enforcement equipment, supplies and gear products. The specialty line may be one of the Tier One subcategories identified above in paragraph 4.7.4, or it may be another line, such as forensics laboratory supplies.

4.7.7 Tier Two Cost Evaluation: Discounts Cost Points Calculation: For purposes of evaluating the quoted discount, the state shall apply the discount quoted for line item 11 on the Pricing Page to an arbitrary purchase price of \$100,000.00. The resulting amount will be considered the discounted price.

Cost points for Tier Two shall be calculated as follows:

$$\begin{array}{l} \text{Lowest Responsive Offeror's} \\ \text{Price/Compared Offeror's Price} \end{array} \times \begin{array}{l} \text{Maximum Points} \\ \text{Available for} \\ \text{Discount Pricing} \end{array} = \begin{array}{l} \text{Cost Evaluation Points} \\ \text{for Discount Pricing for} \\ \text{Tier Two} \end{array}$$

4.8 Evaluation of Offeror's Experience and Reliability:

4.8.1 The offeror is strongly encouraged to complete **Exhibit A** with detailed information, as requested. The offeror should describe at least the following details to help the state's evaluation of the offeror's experience and reliability.

a. The length of time the offeror has been in the public safety and law enforcement equipment, supplies and gear business and the offeror's overall national and local Missouri markets presence.

- b. The offeror should provide references from accounts that possess similar characteristics to the State of Missouri's public safety and law enforcement equipment, supplies and gear needs. The offeror should provide references from accounts that are either state governments or municipalities when possible. For each reference, please specify if the business relationship is the result of a formal contract, and if the business relationship is exclusive or non-exclusive. **Exhibit A** is provided for the offeror's use in presenting this information.

4.9 Evaluation of Proposed Method of Performance, Contractor Support, Product Variety and Exclusions:

4.9.1 The offeror is strongly encouraged to complete **Exhibit B** with detailed information, as requested. The offeror should describe how the offeror intends to satisfy the requirements stated in Section 3 of the RFP. **Exhibit B** is provided to present this information.

- a. It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. The offeror's ability to meet a desirable specification will be reviewed by the state subjectively.

4.9.2 The offeror should present a detailed description of all products the offeror will make available to the state for purchase.

- a. **Product Variety and Exclusions:** The breadth of the offeror's product catalog/list as well as the breadth of products the offeror will allow the state to purchase at the quoted discount will be part of the evaluation of the proposed method of performance and contractor support. It is highly desirable that the offeror not identify any exceptions of public safety equipment, supplies and gear in the offeror's catalog or product listing/sourcing that the offeror will not sell to the state applying the quoted firm, fixed discount.
- b. It is highly desirable for the offeror to provide, in response to this RFP, the offeror's catalog in hardcopy, or via website, PDF file, or Excel file of the pricing that will be used for contract discount pricing. If a catalog website is provided, the offeror should provide log-in information including passwords necessary for evaluators to fully assess the offeror's website catalog.
- c. The offeror's catalog should detail as many product categories that are available as part of the offering of public safety and law enforcement equipment, supplies and gear. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.10 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.10.1 In order for the Division of Purchasing (PURCHASING) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs 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 MBE/WBEs is utilized, to any extent, in the offeror'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. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

4.10.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. **If Participation Meets Target:** Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. **If Participation Exceeds Target:** Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- c. **If Participation Below Target:** Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. **If No Participation:** Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.10.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.10.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit C, Participation Commitment**, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed **Exhibit D, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete **Exhibit D, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

4.10.5 **Commitment** – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit C, Participation Commitment**, shall be interpreted as a contractual requirement.

4.10.6 **Definition** -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
 - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - a. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 4.10.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity
 Harry S Truman Bldg., Room 630
 P.O. Box 809
 Jefferson City, MO 65102-0809
 Phone: (877) 259-2963 or (573) 751-8130
 Fax: (573) 522-8078
 Web site: <http://oa.mo.gov/o eo>

4.11 Preference for Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs):

Organizations for the Blind and Sheltered Workshops

- 4.11.1 Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors 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.
- a. In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The offeror 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 the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - The services performed or the products provided by the organization for the blind or 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. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror'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.
 - If the offeror 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 offeror must provide the following information with the proposal:

1) **Participation Commitment** - The offeror must complete **Exhibit C, Participation Commitment**, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

2) **Documentation of Intent to Participate** – The offeror must either provide a properly completed **Exhibit D, Documentation of Intent to Participate Form**, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete **Exhibit D, Documentation of Intent to Participate Form** or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following Internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- d. **Commitment** – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on **Exhibit C, Participation Commitment**, shall be interpreted as a contractual requirement.

Service-Disabled Veteran Business Enterprises (SDVEs)

4.11.2 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). A three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
- b. The offeror must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- The services performed or the products provided by the SDVE 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 SDVE are utilized, to any extent, in the offeror’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.
 - In order to receive evaluation consideration for participation by an SDVE, the offeror must provide the following information with the proposal:

- **Participation Commitment** - The offeror must complete **Exhibit C**, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- **Documentation of Intent to Participate** – The offeror must either provide a properly completed **Exhibit D**, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
- **Service-Disabled Veteran (SDV) Documents** - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the PURCHASING, the offeror **must** provide the following Service-Disabled Veteran (SDV) documents:
 - ✓ a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
 - ✓ a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

NOTE:

- a) If the offeror submitting the proposal is a qualified SDVE, the offeror must include the SDV Documents as evidence that the offeror qualifies as an SDVE. However, the offeror is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- b) If the SDVE and SDV are listed on the following Internet address, the offeror is not required to provide the SDV Documents listed above.

<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>

- b. **Commitment** – If awarded a contract, the SDVE participation committed to by the offeror on **Exhibit C**, Participation Commitment, shall be interpreted as a contractual requirement.
- c. **Definition - Qualified SDVE:**
 - 1) SDVE is 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;
 - 2) SDVE has 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;
 - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

- 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

4.12 Debarment Certification:

- 4.12.1 The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., **Exhibit E** with their proposal. This document must be satisfactorily completed prior to award of the contract.

***** END OF PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS *****

EXHIBIT C
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
<i>(The services performed or the products provided by the listed MBE 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.)</i>		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed percentage of participation for each MBE (% of the Actual Total Contract Value)	Description of products/services to be provided by listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/ service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total MBE Percentage:	%	

WBE Participation Commitment Table		
<i>(The services performed or the products provided by the listed WBE 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.)</i>		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of products/services to be provided by listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/ service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total WBE Percentage:	%	

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(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.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of products/services to be provided by listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: RFP Paragraph References:
2.	Product/Service(s) proposed: RFP Paragraph References:

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE 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.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed percentage of participation for each SDVE (% of the Actual Total Contract Value)	Description of products/services to be provided by listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: RFP Paragraph References:
2.	%	Product/Service(s) proposed: RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror 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 offeror identified above.

Indicate appropriate business classification(s):

____ MBE ____ WBE ____ Organization for the Blind ____ Sheltered Workshop ____ SDVE

Name of Organization: _____

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____

Email: _____

Address (If SDVE, provide MO Address): _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

SDVE's Website _____

Certification (or attach copy of certification)

Address: _____

Expiration _____

Date: _____

Service-Disabled _____

SDV's _____

Veteran's (SDV) Name: _____

Signature: _____

(Please Print)

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
(MBE, WBE, Organization for the Blind, Sheltered Workshop, or
SDVE)*

*Date
(Dated no earlier than
the RFP issuance date)*

EXHIBIT D (continued)

DOCUMENTATION OF INTENT TO PARTICIPATE

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (PURCHASING), the offeror **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The offeror should check the appropriate statement below and, if applicable, provide the requested information.

No, I have not previously submitted the SDV documents specified above to the PURCHASING and therefore have enclosed the SDV documents.

Yes, I previously submitted the SDV documents specified above within the past five (5) years to the PURCHASING.

Date SDV Documents were Submitted: _____

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted: _____
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the PURCHASING SDVE database located at <http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the PURCHASING within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the PURCHASING will remove the SDVE and associated SDV from the database.)

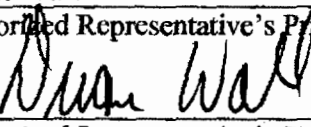
FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Ed Roehr Safety Products	031087778
_____ Company Name	_____ DUNS #
Duane Wall	President
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
X 	6/3/16
_____ Authorized Representative's Signature	_____ Date

Instructions for Certification

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

ATTACHMENT ONE: LIST OF ITEMS STATE AGENCIES MAY ORDER

The offeror shall understand that this list is historical and informational, but does not offer a prospective vendor with any guarantee about ordered items or quantities.

ASP expandable batons
Badges
Ballistic Helmets
Ballistic Vests
Batteries
Binoculars
Break-away clips
Campaign hat leather
Catalog cases
Chemical Munitions, e.g., Sabre Red products
Class A Round top service hat
Collar Ornaments
Disposable blankets
Duty gear, belts - nylon - (handcuff case, mace case, belt keepers, magazine pouch, ASP holders, CPR
Holster (Duty & Off Duty)- Safariland
Embroider Department Patches
Fingerprint Kits
Flex cuffs, single and double
Form holders
High visibility vests
Holster (Duty & Off Duty)- Safariland
Leather gear (both clarino or hi-gloss)
Light bars
Mask holders - G&G
Pepper Mace (Sabre Red) including Phantom Evaporating Fog Delivery Cell buster with hose and wand attachment
Personal Flotation Devices
Portable Breath Testers
Rank insignia
Rechargeable Flashlights
Riot Helmets
Riot Batons
Rolatapes
Scott Gas Masks & Filters
Seat belt cutters
Siren control units
Tactical weapons lights
Uniform Shirts and Pants
Whistle lanyards

**STATE OF MISSOURI
DIVISION OF PURCHASING
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- 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.
- b. **Addendum** means a written, official modification to an RFP.
- c. **Amendment** means a written, official modification to a contract.
- d. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- f. **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.
- g. **Buyer** means the procurement staff member of Purchasing. The **Contact Person** as referenced herein is usually the Buyer.
- h. **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.
- i. **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.
- j. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.
- k. **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 these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **Must** means that a certain feature, component, or action is a mandatory condition.
- n. **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 sealed proposal prior to the specified proposal end date and time.
- o. **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.
- p. **Shall** has the same meaning as the word **must**.
- q. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. 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 addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. 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.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(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 addendum being issued should receive e-mail notification of the addendum(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 exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute *minimum requirements*. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the vendor is an agency of state government or other such 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 Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by Purchasing. If 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.
- f. 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.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals 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. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. 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.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official 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 under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless

- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. 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.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. 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.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. 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.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Purchasing's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Purchasing.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. 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. 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.
- c. 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.
- d. 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.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Purchasing, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good

- b. 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.

14. CONFLICT OF INTEREST

- a. 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.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/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 vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. 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 Purchasing immediately.
- b. Upon learning of any such actions, Purchasing reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by 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.

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. 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.

Revised 10-19-15

END OF DOCUMENT

State of Missouri
Office of Administration
Division of Purchasing
301 West high Street, Room 630
Jefferson City MO 65101-1517

DPMM 6 JUN '16 AM 11:41

"ORGINIAL" BOX 1 of 2

Bid #

RFPC30034901600735

Bid Due Date: 6/6/16

Time: 2:00 P.M.

"SEAL"

State of Missouri
Office of Administration
Division of Purchasing
301 West high Street, Room 630
Jefferson City MO 65101-1517

"4 Copies" BOX 2 of 2

Bid #

RFPC30034901600735

Bid Due Date: 6/6/16

Time: 2:00 P.M.

DPMM 6 JUN '16 AM 11:41

"SEA

State of Missouri
Office of Administration
Division of Purchasing
301 West high Street, Room 630
Jefferson City MO 65101-1517

COX 2 of 2

1901600735

5/16

DPMH 6 JUN '16 AM 11:41

"SEALED BID"

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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} ea.

County of Boone

August Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the

29th

day of August

20 17

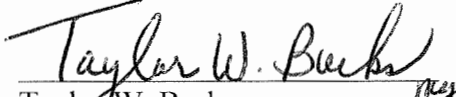
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Wendy S. Noren in connection with the pending Request for Proposals (RFP) issued for County depository services as well as as-needed consultation with respect to the operation of the County Clerk's office.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Consultant Services Agreement.

Done this 29th day of August, 2017.

ATTEST:

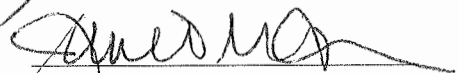

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Paffy
District I Commissioner



Janet M. Thompson
District II Commissioner

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 29th day of August, 2017, by and between **Boone County, Missouri**, a first-class county and political subdivision of the state of Missouri, by and through its County Commission, ("County") and **Wendy S. Noren**, (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be effective through October 31, 2017, unless extended by mutual agreement.
2. **Services** – Consultant will provide consulting services to County in connection with the pending Request for Proposals (RFP) issued for County depository services as well as as-needed consultation with respect to the operation of the County Clerk's office.
3. **Compensation** – In consideration for the Consultant's provision of services under this agreement, County agrees to compensate the Consultant for services rendered in accordance at the hourly rate of \$30.00 per hour. County's obligations under this contract for all fee payments to Consultant shall not exceed Three Thousand Dollars (\$3,000.00) without prior, written approval of County. Payments shall be made within thirty (30) days of receipt of invoice by County. Invoices shall be submitted periodically as mutually agreed upon by County and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided.
4. **Invoices** – Invoices shall be sent to Taylor Burks, Boone County Clerk, who shall review, approve, and route invoices to the Boone County Auditor's office for further processing.
5. **Termination** – Either party may terminate this agreement at any time upon thirty (30) days notice to the other party.
6. **Certification of Lawful Presence / Work Authorization** – Consultant shall complete and return the Work Authorization Certification attached hereto as required by Missouri law.
7. **Status of Consultant** – The parties agree that Consultant is an independent contractor and not an employee of Boone County.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONSULTANT:

Wendy S. Noren

Wendy S. Noren

Dated: 8/15/2017

BOONE COUNTY, MISSOURI

By:

Daniel K. Atwell
Daniel K. Atwell, Presiding Commissioner

ATTEST:

Taylor W. Burks
Taylor W. Burks, County Clerk

APPROVED AS TO FORM:

CJ Dykhouse
CJ Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

June E. Pitchford by *jj* 08/21/2017
June E. Pitchford, Auditor 1190-71101 Date

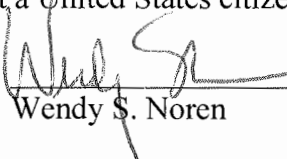
CERTIFICATION OF INDIVIDUAL CONTRACTOR

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

- X 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- 3. I have provided a completed application for a birth certificate pending in the State of . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.



Wendy S. Noren

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 17

In the County Commission of said county, on the 29th day of August 20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, August 31, 2017, at 9:00 a.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 29th day of August, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 17

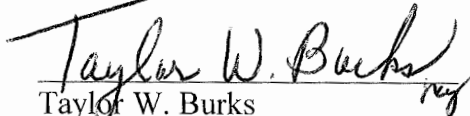
In the County Commission of said county, on the 29th day of August 20 17

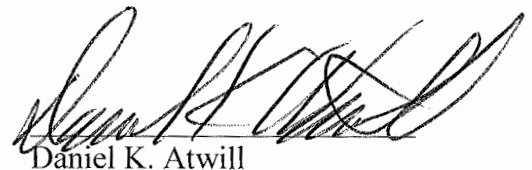
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Centralia Clinic by First Chance for Children for September 8, 2017 from 9:00 a.m. to 2:00 p.m.

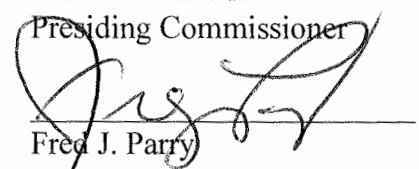
Done this 29th day of August, 2017.

ATTEST:

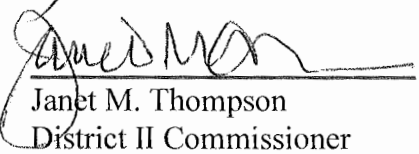

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: First Chance for Children

Address: 1010 Fay Street

City: Columbia State: MO ZIP Code 65201

Phone: 5737771815 Website: firstchanceforchildren.org

Individual Requesting Use: Christina Gilbert Position in Organization: Exec Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Snow Cones & Tie Dye Parent/Child event

Description of Use (ex. Speaker, meeting, reception): Family engagement event w/activities

Date(s) of Use: Sept. 8th

Start Time of Setup: 9 AM AM/PM Start Time of Event: 10 AM AM/PM

End Time of Event: 12 PM AM/PM End Time of Cleanup: 2 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Exec. Director *Christina Gilbert*

Phone Number: 5737771815 Date of Application: August 24, 2017

Email Address: director@fc4c.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Taylor W. Beck
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 8-29-17