



**Public Hearing
Council Chamber**

**November 2, 2023
7:00 P.M.**

A. Commercial and Industrial Uses (Zoning Text amendment)

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/84178565503?pwd=Wk1TT2cwTkxyVjJKRXI5QmwyL0tvZz09>

Dial-in Number: 312 626 6799 Meeting ID: 841 7856 5503 Passcode: 390713

AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **October 19, 2023.**
 - B. Payroll Warrant **#T00582 in the Amount of \$382,937.57.**
 - C. General Warrant **#5845 in the Amount of \$465,261.53.**
5. Ordinances:
 - A. **Bill #2866** An Ordinance Accepting Lands Known As, the Enclave at Strawberry Ridge Subdivision, For Public Use of Streets and Storm Sewers; Authorizing the Mayor of the City of Arnold, Missouri, to Execute A Formal Acceptance Thereof; and Providing for the Recording of Said Acceptance. A Copy of Said Formal Acceptance is Attached Hereto and Made a Part Hereof by Reference.

- B. **Bill #2867** An Ordinance of the City Council of the City of Arnold, Missouri, Amending Chapter 405 of The Arnold Code of Ordinances by Establishing and/or Revising Various Permitted and Conditional Commercial and Industrial Uses and Standards Related Thereto.
- C. **Bill #2868** An Ordinance Approving A Municipal Agreement with The Missouri Highway and Transportation Commission Related to The Intersection of St. John's Church Road and Jeffco Boulevard.

6. Resolutions:

- A. **Resolution #23-59** A Resolution Appointing and Re-Appointing Individuals to Serve on the Planning Commission with Different Expiration Dates.
- B. **Resolution #23-60** A Resolution Authorizing the Chief of Police to Purchase Five (5) 2024 Chevrolet Tahoes From Don Brown Chevrolet For the Police Department.
- C. **Resolution #23-61** A Resolution Approving the Renewal of The ITI System from Omnigo Software.

7. Motions:

- A. A Motion to Approve Liquor License Applications.

8. Reports from the Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100.

Mayor Ron Counts called the meeting to order at 7:00 p.m.

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Jason Fulbright offered the prayer.

ROLL CALL

Those present per roll call taken by City Clerk Tammi Casey: Mayor Ron Counts, Hood, McArthur, Cooley, Plunk, Fulbright, Moritz, Fleischmann, Mullins, Richison, Bookless (excused) Lehmann, Sweeney, Crutchley, Wagner, Kroupa (excused), Chief Carroll.

BUSINESS FROM THE FLOOR

Russell Trampe, 2020 Fairview – Spoke to Chief Carroll about an incident that occurred on August 19, 2023.

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM SEPTEMBER 21, 2023**
- B. PAYROLL WARRANT #T00568 IN THE AMOUNT OF \$436,057.72**
- C. PAYROLL WARRANT #T00573 IN THE AMOUNT OF \$403,609.25**
- D. GENERAL WARRANT #5843 IN THE AMOUNT OF \$1,490,709.63**
- E. GENERAL WARRANT #5844 IN THE AMOUNT OF \$430,363.35**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Gary Plunk. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Motion carried.**

ORDINANCES

NONE

RESOLUTIONS

RESOLUTION NO. 23-53 – A RESOLUTION AUTHORIZING THE POLICE CHIEF TO LEASE THREE (3) FLOCK CAMERAS AND ENTER INTO A FIVE-YEAR (5) SERVICE AGREEMENT WITH FLOCK GROUP INC.

Rodney Mullins made a motion and so moved to approve Resolution No 23-53. Seconded by Bill Moritz. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-54 – A RESOLUTION REAPPOINTING INDIVIDUALS TO SERVE ON THE VETERANS COMMISSION WITH DIFFERENT EXPIRATION DATES

Bill Moritz made a motion and so moved to approve Resolution No 23-54. Seconded by Rodney Mullilns. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-55 – A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JEFFERSON, MISSOURI AND INCORPORATED MUNICIPALITIES FOR THE ONE-HALF OF ONE-PERCENT SALES TAX FOR CAPITAL IMPROVEMENTS TO PUBLICLY MAINTAINED ROADS

Gary Plunk made a motion and so moved to approve Resolution No 23-55. Seconded by Jason Fulbright. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-56 – A RESOLUTION AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTS WITH THE CITY’S DESIGNATED CONTRACTOR FOR THE DEMOLITION, CLEARANCE AND LAND RESTORATION OF A PROPERTY LOCATED AT 3532 TELEGRAPH ROAD AS ORDERED BY THE BUILDING COMMISSIONER ON AUGUST 21, 2023

Mark Hood made a motion and so moved to approve Resolution No. 23-56. Seconded by Brian McArthur. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 23-57 – A RESOLUTION DEDICATING THE REVENUE FROM THE PROPOSED MARIJUANA TAX TO PAYING OFF THE RECREATION CENTER DEBT EARLY

Butch Cooley made a motion and so moved to approve Resolution No. 23-57. Seconded by Gary Plunk. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; 8 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey informed council that the Liquor Committee had nothing to bring forward this evening.

B. A MOTION TO APPROVE PC-2023-23 ABOVE AND BELOW FILLING STATION (CONDITIONAL USE PERMIT)

Bryan Richison informed council that the Planning Commission held a public hearing for this CUP at its October 10, 2023 meeting. The Planning Commission is forwarding a recommendation of approval by a vote of 5 to 2. If no action is taken tonight, the conditional use permit stands approved. No action was taken.

C. A MOTION TO APPROVE PC-2023-28 BELL-BROWN MEDICAL INSTITUTE (CONDITIONAL USE PERMIT)

David Bookless informed council that the Planning Commission held a public hearing for this CUP at its October 10, 2023 meeting. The Planning Commission is forwarding a recommendation of approval by a vote of 5-2. If no action is taken tonight, the conditional use permit stands approved. No action was taken.

D. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION AND REAL ESTATE PURSUANT TO RSM610.021 (1) AND (2)

Butch Cooley made a motion and so moved to hold a closed session immediately following the city council meeting. Seconded by EJ Fleischmann. Roll call vote: Hood, yes; McArthur, yes; Cooley, yes; Plunk, yes; Fulbright, yes; Moritz, yes; Fleischmann, yes; Mullins, yes; **Motion carried.**

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Informed council that Major Wooldridge won a \$25,000 grant for in car computers for the police department.

EJ Fleischmann, Ward 1 – Stated that he and Dave Crutchley are working again this year to participate in the “Feed The Masses” food drive challenge. Arnold Parks and Rec has won the challenge for the last three years. On November 11th the City will once again hold a “Challenge of the Wards” to see which Ward can collect the most cans at the Rec Center.

Gary Plunk, Ward 4 – Encourages everyone to attend the Veterans Commission Trivia Night, which will be held at the Rec Center on October 21st.

Rodney Mullins, Ward 3 – Stated there will be over 50 baskets to raffle off at the Veterans Trivia night.

Bill Moritz, Ward 2 – Stated the indoor pool updates are looking great.

Butch Cooley, Ward 4 – Informed everyone that the Veterans Memorial is almost complete.

Jason Fulbright, Ward 1 – Stated that the meeting Tuesday night with Jefferson County elected officials and administrators was well attended. The intent is to create a more formalized group which will allow all municipalities in the county and the county itself to have a more unified voice and presence.

ADMINISTRATIVE REPORTS

Chief Carroll – Informed everyone that the 3rd Annual Police Pumpkin Run had 140 participants this year and raised over \$6,000. Arnold Police Department partnered this year with Arnold Food Pantry.

Judy Wagner – Stated the Fall Brush Drop-Off will be held next Saturday and again on November 4th.

Dave Crutchley – Informed everyone that the Pumpkin Festival will be held this Saturday at the Farmers Market.

Mayor Counts announced at five-minute recess before going into Closed Session

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Closed Session ended at 9:35 p.m.

A motion to adjourn the meeting was made by EJ Fleischmann. Seconded by Jason Fulbright.

Voice vote: All Yeas.

Meeting adjourned at 9:35 p.m.



City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 10/19/2023

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 23-53	RESOLUTION NO 23-54	RESOLUTION NO 23-55	RESOLUTION NO 23-56
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BILL MORITZ	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	RODNEY MULLINS	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DAVE CRUTCHLEY		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT
COM DEV	DAVID BOOKLESS	EXCUSED	TREASURER:		DAN KROUPA		EXCUSED
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF CARROLL		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 10/19/2023

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: BRIAN MCARTHUR

COUNCIL: BUTCH COOLEY

COUNCIL: GARY PLUNK

COUNCIL: JASON FULBRIGHT

COUNCIL: BILL MORITZ

COUNCIL: EJ FLEISCHMANN

COUNCIL: RODNEY MULLINS

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

RESOLUTION NO 23-57	MOTION TO HOLD CLOSED SESSION				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				

PARKS DIR: DAVE CRUTCHLEY

PUBLIC WORKS: JUDY WAGNER

TREASURER: DAN KROUPA

POLICE DEPT. CHIEF CARROLL



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	November 2, 2023
TITLE:	Enclave at Strawberry Ridge Acceptance
DEPARTMENT:	Community Development
PROJECT MANAGER:	Christie Hull Bettale, Community Development Engineer
REQUESTED ACTION:	Approve Ordinance
ATTACHMENTS:	(1) Ordinance (2) Separate Stormwater Easement Dedication

EXECUTIVE SUMMARY:

The subdivision is now complete. Tim Dolan with CFVatterott on behalf of the developer Jacob Mirowitz of Horizon View Development LLC, is requesting the approval of the subdivision with acceptance and maintenance of the streets and storm sewers within the City right of way. City Staff recommends approval of an additional Stormwater Easement that was not part of the Record Plat.

Community Development and Public Works provided inspections and punch lists to the developer. All deficiencies and outstanding item are addressed. The developer provided infrastructure as built drawings to City for future use.

Approval of the request will release the developer of obligations to the subdivision. Any remaining escrows guaranteeing subdivision improvements will be dispersed to the developer.

RECOMMENDATION:

Staff recommends acceptance of the completed subdivision and additional easement dedication.

BILL NO. 2866

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING LANDS KNOWN AS, THE ENCLAVE AT STRAWBERRY RIDGE SUBDIVISION, FOR PUBLIC USE OF STREETS AND STORM SEWERS; AUTHORIZING THE MAYOR OF THE CITY OF ARNOLD, MISSOURI, TO EXECUTE A FORMAL ACCEPTANCE THEREOF; AND PROVIDING FOR THE RECORDING OF SAID ACCEPTANCE. A COPY OF SAID FORMAL ACCEPTANCE IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

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

Section 1. The City of Arnold, Missouri, hereby accepts and hereby authorizes its Mayor to execute a formal written acceptance of certain portion of The Enclave at Strawberry Ridge for use as open and public streets and storm sewers within the Strawberry Ridge Dr. street Right of Way, with an Additional Stormwater Easement, said acceptance conditioned upon fulfillment of all conditions contained in the formal written acceptance attached hereto.

Section 2. A copy of the aforementioned formal written acceptance is attached hereto, is hereby incorporated herein and made a part hereof by reference as if more fully set out.

Section 3. The formal written acceptance shall be duly recorded in the land records of the County of Jefferson, State of Missouri, by a duly appointed officer of the City of Arnold, Missouri.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

(SIGNATURES ON FOLLOWING PAGE)

READ TWO TIMES, PASSED AND APPROVED THIS _____ DAY OF _____ 2023.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____

2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

Z:\CITYDOCS\ORDINANC\2023\2866 Ordinance Enclave at Strawberry Ridge Acceptance.docx
October 25, 2023

ACCEPTANCE AND DEDICATION

This is to certify that the interest in real property conveyed by all parties having an interest in The Enclave at Strawberry Ridge Subdivision with an Additional Stormwater Easement to the City of Arnold, Missouri, was duly accepted by Bill Number _____, Ordinance Number _____ of the City of Arnold, Missouri, adopted _____, 2023, and Council of the City of Arnold has consented to the recordation of such petition by its duly authorized officer.

CITY OF ARNOLD, MISSOURI

By: _____
Ron Counts, Mayor
2101 Jeffco Boulevard
Arnold, Missouri 63010

Attest: _____
Tammi Casey, City Clerk

STATE OF MISSOURI)
)
COUNTY OF JEFFERSON)

ON THIS _____ DAY OF _____, 2023, personally appeared before me Ron Counts, who, being duly sworn, did say that he is the Mayor of the City of Arnold, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the official seal of said City, and said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Arnold, County of Jefferson, State of Missouri, the day and year first above written.

Notary Public

My term expires: _____

Space Above Line Reserved for Recorder's Use

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: PERMANENT STORMWATER EASEMENT

DATE OF DOCUMENT: October ____, 2023

GRANTOR: STRAWBERRY RIDGE HOMEOWNERS
ASSOCIATION

ADDRESS: 242 Old Sulphur Springs Road
St. Louis, Missouri 63021

GRANTEE: CITY OF ARNOLD
ADDRESS: 2102 Jeffco Blvd.
Arnold, Missouri 63130

LEGAL DESCRIPTIONS: Exhibit A on Page 6

Prior Book and Page Reference: n/a

After Recording Return to:
Stacy Engles Wipfler, Esq.
Capes Sokol
8182 Maryland Ave., 15th Floor
St. Louis, Missouri 63105

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

PERMANENT STORMWATER EASEMENT

WHEREAS, STRAWBERRY RIDGE HOMEOWNERS ASSOCIATION, whose mailing address is 242 Old Sulphur Springs Rd., St. Louis, Missouri 63021 (“**Grantor**”) is the owner of that certain land situated in the City of Arnold, County of Jefferson, State of Missouri (the “**Grantor's Parcel**”), depicted by the hachured area in the plat of The Enclave At Strawberry Ridge, recorded as Instrument No. 2019P-000103 (the “**Plat**”) of the official records of Jefferson County, Missouri and

WHEREAS, Grantor, pursuant to the Plat, previously dedicated to the City of Arnold, Missouri, a perpetual easement for public use, including streets, sidewalks, and public utilities in, over and upon Grantor’s Parcel and

WHEREAS, the City of Arnold, Missouri, a municipal corporation, whose mailing address is 2101 Jeffco Blvd., Arnold, Missouri 63010 (“**Grantee**”) has requested that Grantor grant, establish and include additional stormwater easement rights in favor of Grantee, and Grantor has agreed to such grant of stormwater easement rights subject to the terms, covenants and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, agents, licensees, contractors, sub-contractors and tenants (as their interests may appear), hereinafter collectively referred to as the “**Grantee**”, the exclusive right and permanent stormwater easement to construct, repair and maintain public storm water facilities on the terms and conditions set forth hereinafter.

GRANTOR hereby dedicates the Easement Area to Grantee for the purpose of constructing, maintaining and repairing of storm water drainage facilities, with the right, upon giving Grantor two (2) business days’ prior written notice, of temporary, commercially reasonable use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities (the “**Easement**”). The Easement hereby granted is irrevocable and shall continue forever.

GRANTEE covenants and agrees that any pavement (including driveways or other improvements) damaged and/or disturbed by Grantee’s work in the Easement Area shall be repaired and/or restored to a condition fully equal to that which existed before Grantee’s work commenced. Grantee shall also promptly replace any landscaping disturbed and/or damaged by such construction and restore all surface contours as the same existed before Grantee’s work commenced. Grantee will use all commercially reasonable efforts to ensure that individual homeowners have continual access to their respective driveways and residences.

GRANTOR AND GRANTEE agree that Grantee shall not be responsible for the maintenance, inspection, alteration, repair, operation or removal of any pipes or inlets located outside of the permanent stormwater easement Area.

GRANTOR may have free and uninterrupted possession and use of the permanent stormwater easement area excepting, however, no buildings, sheds, structures or other permanent edifices shall be erected over said Easement Area.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant to the Grantee, that it is the owner of the described land and has full right and authority validly to grant this Easement and convey it, that it is free from all encumbrances except as set forth in any instrument filed of record with the Jefferson County, Missouri as of the date hereof, and that the Grantor shall forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD said easement unto Grantee, and to its assigns and successors forever.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, GRANTOR has executed these presents the day and year first above written.

GRANTOR:

STRAWBERRY RIDGE HOMEOWNERS ASSOCIATION,
a Missouri Non-Profit Corporation

By: _____

Name: _____

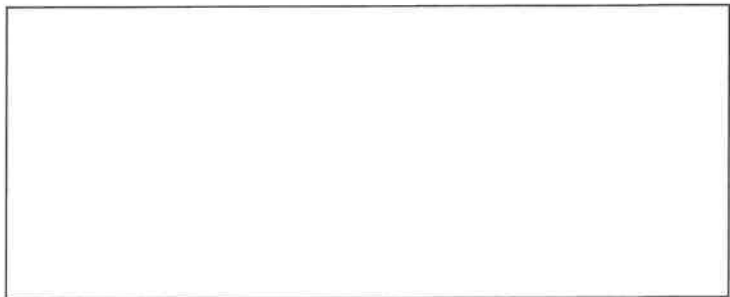
Title: _____

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this _____ day of September, 2023, before me personally appeared _____
_____ to me known, who, being by me duly sworn, did say that he is the _____
of Strawberry Ridge Homeowners Association, a Not-for-Profit Corporation of the State of
Missouri, and that said instrument was signed in behalf of said corporation by authority of its
Board of Directors; said _____ acknowledged said instrument to be the free act and
deed of said corporation; and said corporation has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Notary Public
Printed Name of Notary: _____



Notary - Please Affix Seal in Box Above

IN WITNESS WHEREOF, GRANTEE has executed these presents the day and year first above written.

GRANTEE:

CITY OF ARNOLD, MISSOURI, a
Municipal Corporation

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

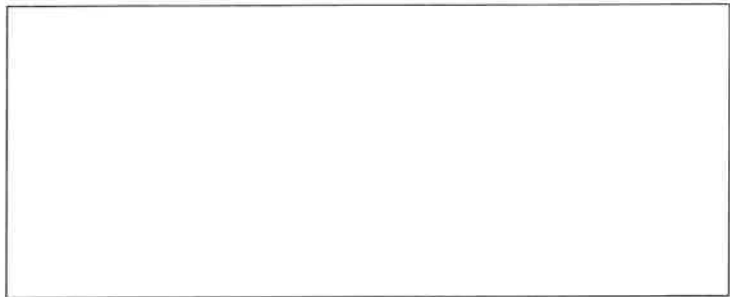
City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

On this _____ day of September, 2023, before me personally appeared _____
_____ to me known, who, being by me duly sworn, did say that he is the _____
of the City of Arnold, a Municipal Corporation of the State of Missouri, and that said instrument
was signed in behalf of said City of Arnold by authority of its _____; and said _____
_____ acknowledged said instrument to be the free act and deed of said City of Arnold.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Notary Public
Printed Name of Notary: _____



Notary - Please Affix Seal in Box Above

EXHIBIT A
[Easement Area]

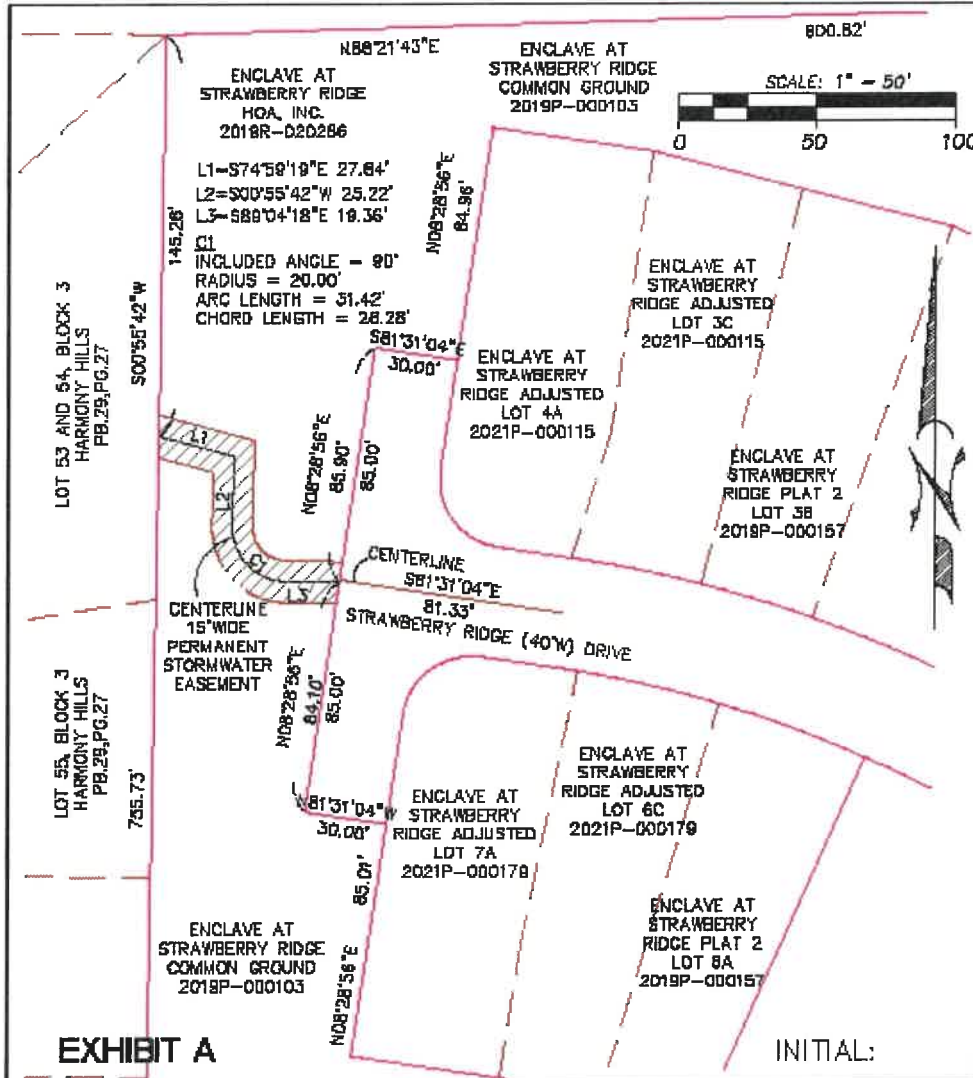


EXHIBIT A

INITIAL:

<p>EASEMENT PLAT PART OF COMMON GROUND ENCLAVE AT STRAWBERRY RIDGE, PLAT # 2019P-000103 ARNOLD, MO</p>		
<p>BURDINE AND ASSOCIATES, INC. 1838 JEFFCO BLVD. ARNOLD, MO 63010 636-282-1500 CERTIFICATE OF AUTHORITY 219-D</p>	<p><i>Daniel R. Zervas</i> DANIEL R. ZERVAS, PLS 2430 DATE: 10-24-2023</p>	



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	November 2, 2023
TITLE:	PC-2023-30 Commercial and Industrial Uses (Zoning Text Amendment)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Christie Hull Bettale, Community Development Staff Engineer
REQUESTED ACTION:	Ordinance Approval
ATTACHMENTS:	(1) Draft Ordinance (2) October 24, 2023 Planning Commission Meeting Minutes (3) October 24, 2023 Planning Commission Staff Report

EXECUTIVE SUMMARY:

A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to establish or modify zoning requirements for various commercial and industrial uses in order to protect the character and the stability of commercial and industrial areas within the City of Arnold and to promote the orderly and beneficial development of such areas.

REVIEW & ANALYSIS

In recent months, the Community Development Department has fielded questions from the public regarding a number of commercial and industrial uses which in some case are designated as permitted in particular zoning districts, but not explicitly defined in the Code. The issue at hand is that because of their lack of definition, the applicability of the where they are permitted and what standards that they must keep to is unclear.

For example, there is no definition for the use “contractor”. A contractor could just be an administrative office and a retail showroom (e.g. A bathroom or kitchen contractor) with the need to park a few vans, but a contractor could also be an administrative office and a laydown yard with the need to store heavy trucks and equipment. The impacts of these two different contractors are very different and therefore it is proposed to establish two separate uses, “contractors office” and “contractor”. Each have their own standards and district designations. Likewise, the Commission established definitions and district designations for “commercial printing” (to differentiate it from retail-oriented printing services) and “general” versus “major” automotive repair. Additionally, a definition and district designation were established for marine-related services, and a definition and performance standards were established or modified for “outdoor storage (laydown yards)”. Lastly, a correction was made to incomplete parking standards for an existing permitted use (“Offices, laboratories, and research facilities”). Please see the attached Planning Commission staff report for more detailed discussion.

RECOMMENDATION:

On October 24, 2023, the Planning Commission, by a vote of 6 to 0, voted to recommend approval of the amendment.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES BY ESTABLISHING AND/OR REVISING VARIOUS PERMITTED AND CONDITIONAL COMMERCIAL AND INDUSTRIAL USES AND STANDARDS RELATED THERETO.

WHEREAS, the City Council of the City of Arnold desires to amend Chapter 405 of the Arnold Code of Ordinances.

WHEREAS, the proper public hearings have been held, pursuant to City Ordinance and the laws of the state of Missouri.

WHEREAS, the Planning Commission has submitted its report and recommendation to the City Council on the proposed amendments to Chapter 405 of the Arnold Code of Ordinances; and

WHEREAS, the City Council voted to amend Chapter 405 of the Arnold Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

SECTION 1. Section 405.060(C), Definitions, of the Arnold Code of Ordinances is amended by adding the following:

“COMMERCIAL PRINTING

An establishment engaged in commercial printing onto purchased stock materials including, but not limited to, printing of stationary, invitations, labels, yard signs, and textile products. Commercial printing shall not include self-serve printing services.

CONTRACTOR

An establishment engaged in construction, remodel, and repair services including, but not limited to, offices for skilled trade contractors engaged in construction disciplines such as plumbing, mechanical, electrical, foundation, excavation, and demolition. Contractors may include outdoor storage or laydown yards.

CONTRACTOR’S OFFICE

An establishment engaged in the administrative, clerical, and dispatching for construction, remodel and repair services, including, but not limited to, offices for skilled trade contractors engaged in construction disciplines such as plumbing, mechanical, electrical, foundation, excavation, and demolition. Contractor’s offices shall not include outdoor storage or laydown yards.

OUTDOOR STORAGE (LAYDOWN YARDS)

The storage of merchandise, goods, inventory, materials, equipment, wrecked, un-operational or disassembled vehicles, watercraft, and vehicles Class 5 USDOT or higher in an open-air, covered or uncovered, unenclosed area exterior to a building,

but not including vehicular parking which complies with this Chapter or the temporary storage of construction materials and equipment on a construction site.

AUTOMOTIVE REPAIR, GENERAL

An establishment engaged in routine maintenance and repair of automobiles including but not limited to oil, exhaust, tire, glass, transmission, paintless dent removal, detailing for vehicles, such as passenger cars, trucks, and vans. General automotive repair shall not include outdoor storage, laydown yards, or automotive sales.

AUTOMOTIVE REPAIR, MAJOR

An establishment engaged in comprehensive, non-routine maintenance and repair of automobiles including, but not limited to replacement of frames and bodies, including painting, of vehicles of all weights and sizes, and the repair or replacement of engines, transmissions, power trains. Major automotive repair may include outdoor storage or laydown yards, but shall not include automotive sales.

MARINE BUILDING AND REPAIR

An establishment primarily engaged in the building, repair, alteration, restoration, or maintenance of watercraft as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. Marine building and repair may include outdoor storage, or laydown yards.”

SECTION 2. Section 405.060(C), Definitions, of the Arnold Code of Ordinances is amended by deleting the following:

“OPEN STORAGE

Storage of material or goods on the ground outside of a building.”

SECTION 3. Section 405.120(B), “C-2” Commercial District, subparagraph (1)(a), of the Arnold Code of Ordinances is amended to add the following as permitted uses:

“(15) Commercial Printing
(16) Contractor’s Office”

SECTION 4. Section 405.120(B), “C-2” Commercial District, subparagraph (1)(b), of the Arnold Code of Ordinances is amended to add the following as conditional uses:

“(31) Automotive Repair, General
(32) Automotive Repair, Major”

SECTION 5. Section 405.120(B), “C-2” Commercial District, subparagraph (1)(b), of the Arnold Code of Ordinances is amended to delete the following as conditional uses:

“(3) Automotive repair shops”

SECTION 6. Section 405.120(B), “C-2” Commercial District, subparagraph (g)(17), of the Arnold Code of Ordinances is amended to adding the following as parking space requirements:

Commercial Printing	1 space for every employee on the maximum shift plus 1 space for every vehicle customarily used in operation of the use plus 2 space for customer pick up of receivables
Contractor	1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use, plus 1.5 spaces per 1,000 sq. ft. of warehouse floor area
Contractor’s Office	1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use, plus 1.5 space for customer use for every 1000 square feet of showroom floor

SECTION 7. Section 405.120(C), “C-3” Commercial District, subparagraph (1)(a), of the Arnold Code of Ordinances is amended to add the following as permitted uses:

- “(13) Commercial Printing
- (14) Contractor’s Office
- (15) Automotive Repair, General”

SECTION 8. Section 405.120(B), “C-3” Commercial District, subparagraph (1)(b), of the Arnold Code of Ordinances is amended to add the following as conditional uses:

- “(38) Automotive Repair, Major”

SECTION 9. Section 405.120(B), “C-3” Commercial District, subparagraph (1)(b), of the Arnold Code of Ordinances is amended to delete the following as conditional uses:

- “(5) Automotive repair shops”

SECTION 10. Section 405.120(B), “C-3” Commercial District, subparagraph (g)(21), of the Arnold Code of Ordinances is amended to adding the following as parking space requirements:

Commercial Printing	1 space for every employee on the maximum shift plus 1 space for every vehicle customarily used in operation of the use plus 2 space for customer pick up of receivables
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Contractor 1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use, plus 1.5 spaces per 1,000 sq. ft. of warehouse floor area

Contractor's Office 1 space for every employee on the maximum shift, plus 1 space for every vehicle customarily used in operation of the use, plus 1.5 space for customer use for every 1000 square feet of showroom floor

SECTION 11. Section 405.130(A), "M-1" Industrial District, subparagraph (1)(a), of the Arnold Code of Ordinances is amended to add the following as permitted uses:

"(24) Contractor's Office
(25) Contractor
(26) Automotive Repair, General
(27) Automotive Repair, Major
(28) Outdoor Storage (See Section 405.150(A))"

SECTION 12. Section 405.130(A), "M-1" Industrial District, subparagraph (1)(b), of the Arnold Code of Ordinances is amended to add the following as conditional uses:

"(18) Marine Building and Repair"

SECTION 13. Section 405.130(A), "M-1" Industrial District, subparagraph (1)(f), Off-Street Parking And Loading Requirements, of the Arnold Code of Ordinances is amended by adding the following:

"(11) Automotive Repair, General shall provide one (1) parking space for every employee on the maximum shift plus 3 spaces for every service bay plus one (1) space for every vehicle customarily used in operation of the use.

(12) Automotive Repair, Major shall provide four (4) parking spaces plus one (1) space for every employee on the maximum shift plus one (1) space for every vehicle customarily used in operation of the use, all exclusive of screened outdoor storage areas as otherwise authorized by CUP

(13) Contractors shall provide one (1) parking space for every employee on the maximum shift, plus one (1) space for every vehicle customarily used in operation of the use, plus one and one half (1.5) spaces per 1,000 square feet of warehouse floor area.

(14) Contractor's Offices shall provide one (1) parking space for every employee on the maximum shift, plus one (1) space for every vehicle customarily used in operation of the use, plus one and one half (1.5) space for customer use for every 1,000 square feet of showroom floor area."

SECTION 14. Section 405.130(B), “M-2” Industrial District, subparagraph (2), of the Arnold Code of Ordinances is amended to add the following as permitted uses:

- “v. Contractor’s Office
- w. Contractor
- x. Automotive Repair, General
- y. Automotive Repair, Major
- z. Outdoor Storage (See Section 405.150(A))”

SECTION 15. Section 405.130(B), “M-2” Industrial District, subparagraph (3), of the Arnold Code of Ordinances is amended to add the following as conditional uses:

- “v. Marine Building and Repair”

SECTION 16. Section 405.130(B), “M-2” Industrial District, subparagraph (7), Off-Street Parking And Loading Requirements, of the Arnold Code of Ordinances is amended by adding the following:

“j. Offices, laboratories, and research facilities, and uses accessory to these uses shall provide one (1) off-street parking space for every two (2) employees or one (1) space for every three hundred (300) square feet of gross floor area, plus one (1) parking space for every vehicle used in the operation of the use and normally placed on the lot containing the use.

k. Automotive Repair, General shall provide one (1) parking space for every employee on the maximum shift plus 3 spaces for every service bay plus one (1) space for every vehicle customarily used in operation of the use.

l. Automotive Repair, Major shall provide four (4) parking spaces plus one (1) space for every employee on the maximum shift plus one (1) space for every vehicle customarily used in operation of the use, all exclusive of screened outdoor storage areas as otherwise authorized by CUP.

m. Contractors shall provide one (1) parking space for every employee on the maximum shift, plus one (1) space for every vehicle customarily used in operation of the use, plus one and one half (1.5) spaces per 1,000 square feet of warehouse floor area.

n. Contractor’s Offices shall provide one (1) parking space for every employee on the maximum shift, plus one (1) space for every vehicle customarily used in operation of the use, plus one and one half (1.5) space for customer use for every 1,000 square feet of showroom floor area.”

SECTION 17. Section 405.150(A)(1), Use and Zoning Performance Standards, of the Arnold Code of Ordinances is amended by adding the following:

“k. Outdoor Storage (Laydown Yards). Outdoor Storage, as defined in Section 405.030 of the Zoning Ordinance, shall meet the following standards in addition to all other zoning requirements in order to operate within the City of Arnold:

(1) Outdoor storage of merchandise, goods, inventory, materials, equipment, wrecked, non-operational or disassembled vehicles, watercraft, and vehicles Class 5 USDOT or higher shall be completely screened from public viewshed.”

SECTION 18. If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

SECTION 19. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 20. This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS ____ DAY OF _____ 2023.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney



**PLANNING COMMISSION MEETING
COUNCIL CHAMBERS, CITY HALL, 2101 JEFFCO BLVD.
OCTOBER 24, 2023**

MINUTES

REGULAR SESSION

1. **CALL TO ORDER:** The regular meeting of the Arnold Planning Commission was called to order by Chairman Andrew Sutton at 7:00 p.m.
2. **ROLL CALL OF COMMISSIONERS:** Andrew Sutton, Alan Bess (Excused), Brian McArthur, Del Williams, Steve Buss, Justin Lurk (Excused), Phil Hogan, Tim Seidenstricker. **STAFF PRESENT:** David Bookless (Community Development Director), Robert Sweeney (City Attorney), Christie Hull-Bettale (Engineer/Planner), Sarah Turner (Senior Planner).
3. **PLEDGE OF ALLEGIANCE:** The Commission and Staff stood and spoke the Pledge of Allegiance.
4. **APPROVAL OF MINUTES:** Motion by Seidenstricker to approve the minutes from the October 10, 2023 meeting. Second by Williams. *Voice vote:* Approved 6-0.
5. **PUBLIC COMMENT:** There was no comment from members of the public present or on Zoom.
6. **PUBLIC HEARINGS:**
 - a. **PC-2023-30 Commercial and Light Industrial Uses (Text Amendment):** Mr. Sutton requested a motion to open the public hearing. Motion by Hogan. Second by Bess. *Voice vote:* Approved 6-0. Ms. Hull-Bettale presented the Staff Report, recommending favorable consideration of the draft language to City Council. There were no comments from the public. The Commissioners had no questions. Mr. Sutton requested a motion to close the hearing. Motion by Hogan. Second by Buss. *Voice vote:* Approved 6-0.
7. **OTHER BUSINESS:**
 - a. **Comprehensive Plan Update:** Ms. Turner gave a presentation on the public's feedback on questions related to housing. Staff requested that the Commissioners consider the feedback and come prepared to talk about goals and policies related to housing in future Comprehensive Plan Update discussions.
8. **ADJOURNMENT OF REGULAR SESSION:** Motion by Seidenstricker to close regular session and move into executive session. Second by Buss. *Voice vote:* Approved 6-0. Session adjourned at 7:19 p.m.

EXCECUTIVE SESSION

9. **OLD BUSINESS:** *None*
10. **NEW BUSINESS:**
 - a. **PC-2023-30 Commercial and Light Industrial Uses (Text Amendment):** Mr. Sutton requested a motion to approve the request. Motion by Hogan to recommend approval to the City Council of the Zoning Ordinance text amendment as presented by Staff. Second by Williams. There was no discussion. *Roll call vote:* Andrew Sutton, yes; Brian McArthur, yes; Del Williams, yes; Steve Buss, yes; Phil Hogan, yes; Tim Seidenstricker, yes. Approved 6-0.
11. **DIRECTOR'S REPORT:** There are currently 2 CUP applications on the agenda for the next Planning Commission meeting on November 14th. Frank Kutilek will be recognized for his service to the Commission at City Council's November 16th meeting. Mr. Bookless announced that Staff and the Commission are keeping Alan Bess in their thoughts, but that there are no updates at this time.
12. **COUNCIL LIAISON'S REPORT:** Councilman McArthur had no report.
13. **ANNOUNCEMENTS:** There were no announcements.

14. ADJOURNMENT: Motion by Seidenstricker to adjourn. Second by Buss. *Voice vote:* Approved 6-0. Meeting adjourned at 7:22 p.m.

Respectfully Submitted,

Steven Buss
 Planning Commission Secretary

VOTE RECORD

	Roll Call	Min.	Open PH 2023-30	Close PH 2023-30	Close Reg. Open Exec.	Vote PC- 2023-30	Adjourn
Andrew Sutton	P	Y	Y	Y	Y	Y	Y
Alan Bess	E	-	-	-	-	-	-
Brian McArthur	P	Y	Y	Y	Y	Y	Y
Del Williams	P	2 nd - Y	Y	Y	Y	2 nd - Y	Y
Steve Buss	P	Y	2 nd - Y	2 nd - Y	2 nd - Y	Y	2 nd - Y
Justin Lurk	E	-	-	-	-	-	-
Phil Hogan	P	Y	1 st - Y	1 st - Y	Y	1 st - Y	Y
Tim Seidenstricker	P	1 st - Y	Y	Y	1 st - Y	Y	1 st - Y

<i>David Bookless</i>	P
<i>Robert Sweeney</i>	P
<i>Christie Hull-Bettale</i>	P
<i>Sarah Turner</i>	P

CALL TO ORDER: 7:00 PM
 ADJOURN REGULAR: 7:19 PM
 ADJOURN EXECUTIVE: 7:22 PM



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

APPLICATION #: PC-2023-30

APPLICATION NAME: Application to Amend Municipal Code Chapter 405 (Zoning) - Commercial and Industrial Uses

APPLICANT: City of Arnold

REQUEST: A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to modify zoning requirements for various permitted and conditional uses.

MEETING DATE: October 24, 2023

REPORT DATE: October 18, 2023

CASE MANAGER: Christie Hull Bettale

RECOMMENDATION: APPROVAL

REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



BACKGROUND

The City's Zoning Ordinance was adopted by the City Council on June 30, 1977. A number of amendments have been approved. Periodic revision is essential if the ordinances are to maintain a rational land use pattern. Changes should not be made in an arbitrary manner. Significant updates to the Zoning Ordinance are best undertaken following an update of the Comprehensive Plan. Nevertheless, clarification of information contained in the Zoning Ordinance may be appropriate at any time.

In recent months, the Community Development Department has fielded questions from the public regarding a number of commercial and industrial uses which are currently not explicitly defined in the code. This Staff Report discusses potential code amendments related to three uses: commercial printing, contractors, and automotive repair services.

DISCUSSION/ANALYSIS

The analysis by Staff that follows is intended to allow the Planning Commission to reach the most informed decision possible and to facilitate discussion. Such discussion is important to identify and consider any potential unintended consequences of the proposed amendment.

CURRENT CODES AND ISSUES

Commercial Printing. The commercial printing industry produces a wide range of printed materials, including customized business stationary, banners, as well as promotional items, shirts, hats, umbrellas among others. A print shop use is typically situated in commercial areas to most conveniently serve the general public. Historically, print shops have been interpreted to fall under the category of "General Offices". Following questions from prospective business owners, Staff have recognized this use is different than the typical office or retail services. Currently, commercial printing is not defined in the Zoning Ordinance, nor are there parking space requirements for the Use. However, since a print shop has few employees and minimal customers frequenting the business at any given time, it is typically less impactful than a general commercial office use.

Contractors and related office and operations. Contractors may utilize a space as an administration or dispatch office, providing a retail showroom and using standard size trucks/vans. Alternatively, contractors may require space for more intense operations including heavy machinery, equipment, and the need for interior warehouse and outdoor storage. Currently, the Zoning Ordinance does not define what a contractor use is, does not list the specific use as permitted or conditional in any district, or have related parking or performance standards. The varied operations and possible detriments of this unlisted use has created issues for Staff in the enforcement of code, as it has been up to best judgement and interpretation for each case.

Automotive Repair. Automotive work can fall under many different categories; from routine work of changing fluids and tire maintenance, to major repair or replacement of engines or body work that can take days or weeks. Currently, automotive repair is included in definitions



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

DISCUSSION/ANALYSIS, CONTINUED

for simply “Auto repair” or even “Gas Service Station” despite the fact that such services are no longer rendered by modern gas stations. Automotive repair is currently a conditional use in commercial areas, but unlisted in industrial districts. This omission from Arnold’s industrial districts was brought to Staff’s attention by prospective business owners, prompting Staff to research related uses and parking standards.

Marine Building and Repair. Focusing on the construction, maintenance, and repair of watercraft, these businesses are unique from similar motor repair services due to the storage burdens and possible nuisances. Currently, Arnold does not have any such businesses and it is not a specific use in our code. However, many residents enjoy owning watercraft and using them in nearby rivers, leading Staff to research marine building and repair and possible code amendments to accommodate it.

Outdoor Storage. The storage of materials, equipment, and other various items exterior to a building is currently defined vaguely in Arnold’s codes. Through research on other topics discussed in this report, Staff found the need to clarify this definition and create performance standards for outdoor storage.

PROPOSED DRAFT ORDINANCE SUMMARY

The draft ordinance proposed by Staff includes many clarifications of existing code as well as bringing Arnold’s regulations into the modern era. A number of new definitions were added, as well as splitting or other modifications of existing defined uses. A number of new parking standards were created and current parking standards were extended to cover new uses, for example in the case of automotive repair.

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REPORT TO PLANNING COMMISSION

CITY OF ARNOLD



CONTRACTOR YARD



AUTOMOTIVE WITHOUT OUTDOOR STORAGE



AUTOMOTIVE WITH OUTDOOR STORAGE



REPORT TO PLANNING COMMISSION

CITY OF ARNOLD

FINDINGS AND RECOMMENDATION

SUCH AMENDMENT IS REQUIRED BY PUBLIC NECESSITY AND CONVENIENCE AND GENERAL WELFARE

Staff finds that the proposed text amendments are warranted by the public necessity and convenience to provide reasonable and fair regulations in the Zoning Ordinance that is not substantially more burdensome than that in other nearby communities.

Staff finds that the proposed text amendments are warranted by the need to promote and protect the general welfare by protecting the economic and tax base of the City, preserving and enhancing the values of property owners and users, promoting the orderly and harmonious development and redevelopment of the City, preserving and promoting the character and stability of the City and its various residential and commercial neighborhoods, improving the appearance of the City, and promoting the best use and development of commercial land in accordance with the Comprehensive Plan.

RECOMMENDATION

Staff finds that the proposed text amendments meet or exceed review criteria and further advances the intent of Chapter 405. Based on this finding, Staff requests favorable consideration of the application.

A handwritten signature in cursive script that reads "Christie Hull Bettale".

Christie Hull Bettale
Community Development, Staff Engineer

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BILL NO. 2868

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION RELATED TO THE INTERSECTION OF ST. JOHN’S CHURCH ROAD AND JEFFCO BOULEVARD.

WHEREAS, the Missouri Department of Transportation (MoDOT) is planning to install a stoplight at the intersection of St. John’s Church Road and Jeffco Boulevard (Job #6S3640); and

WHEREAS, as part of the project, MoDOT requires a Municipal Agreement to outline each parties’ responsibilities with respect to construction and maintenance;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

The attached Municipal Agreement with the Missouri Highway and Transportation Commission is hereby approved.

READ TWO TIMES, PASSED AND APPROVED ON THIS ____ DAY OF _____ 2023.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: US 61
County: Jefferson
Job No.: 6S3640

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Arnold**, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route US 61, Jefferson County, Job No. 6S3640 shall consist of adding signals and turn lanes at the Miller Road / St. Johns Church Road intersection.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 183+09.86, a point approximately 623 feet north of St. Johns Church Road, run in a generally southerly direction along existing Route 61/67 to Station 197+16.69, a point approximately 784 feet south of St. Johns Church Road. Length of improvement within city is 1407 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. 6S3640.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of

public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(8) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(D) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(E) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(9) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) The City shall maintain a portion of the sidewalks as shown on "Exhibit B", attached hereto and made a part of this Agreement. To the extent allowed by law, the City shall hold the Commission harmless from any claims arising from the construction and maintenance of the City-maintained sidewalks as shown on Exhibit B.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(17) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this

Section.

(18) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(19) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved

and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(22) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(23) CITY REPRESENTATIVE: The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(24) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Bryan Richison
City Administrator
2101 Jeffco Blvd.
Arnold, Mo 63010
Phone: 636-282-2383
Email: brichison@arnoldmo.gov

(B) To the Commission:

Tom Blair, District Engineer
1590 Woodlake Drive
Chesterfield, MO 63017
Phone: 314-453-1801
thomas.blair@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(25) ASSIGNMENT: The City shall not assign, transfer or delegate any interest

in this Agreement without the prior written consent of the Commission.

(26) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(27) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(28) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(29) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(30) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____ (Date).

Executed by the Commission on _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ARNOLD, MO

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A
Municipal Agreement
City of Arnold, Jefferson County

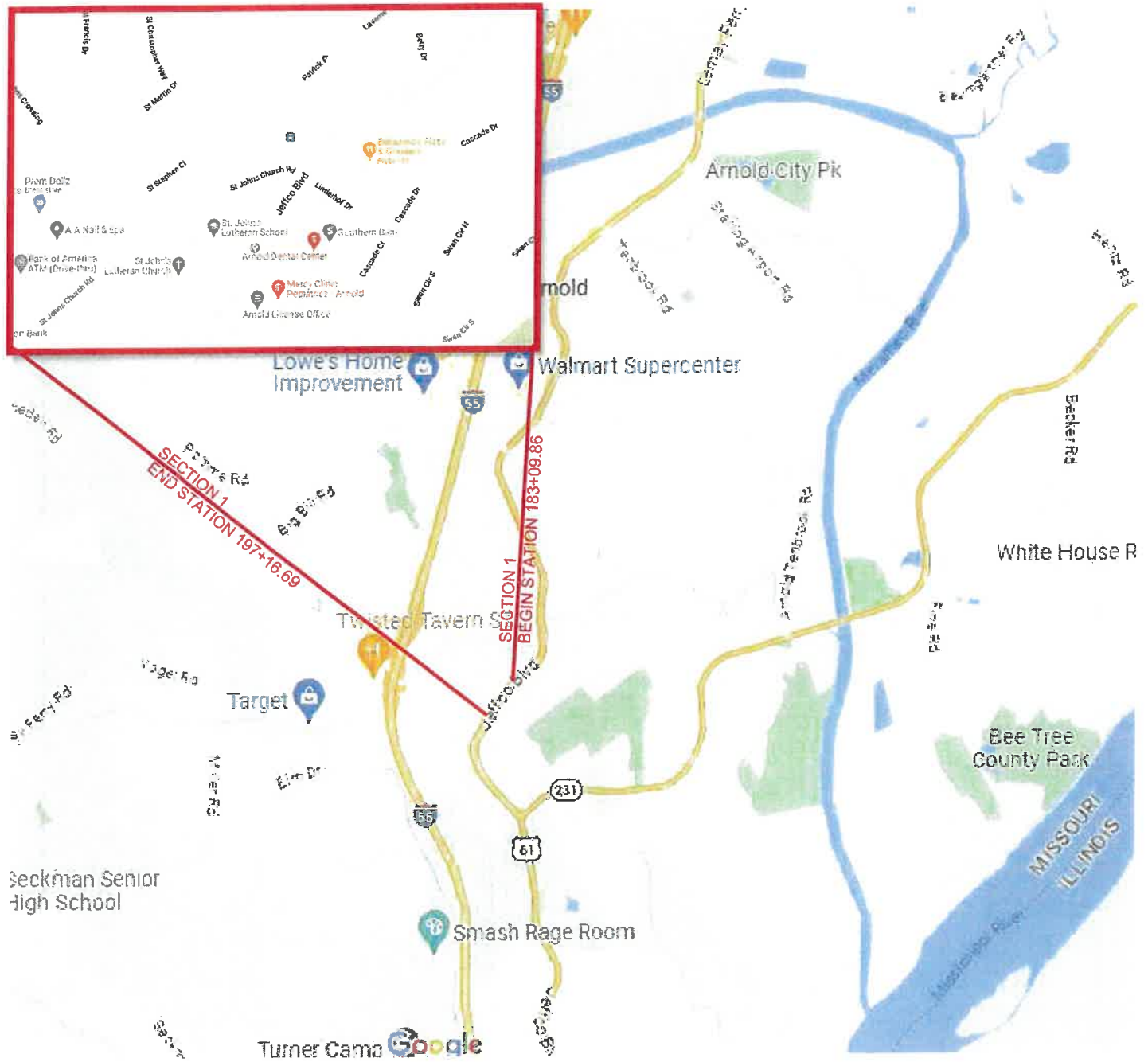
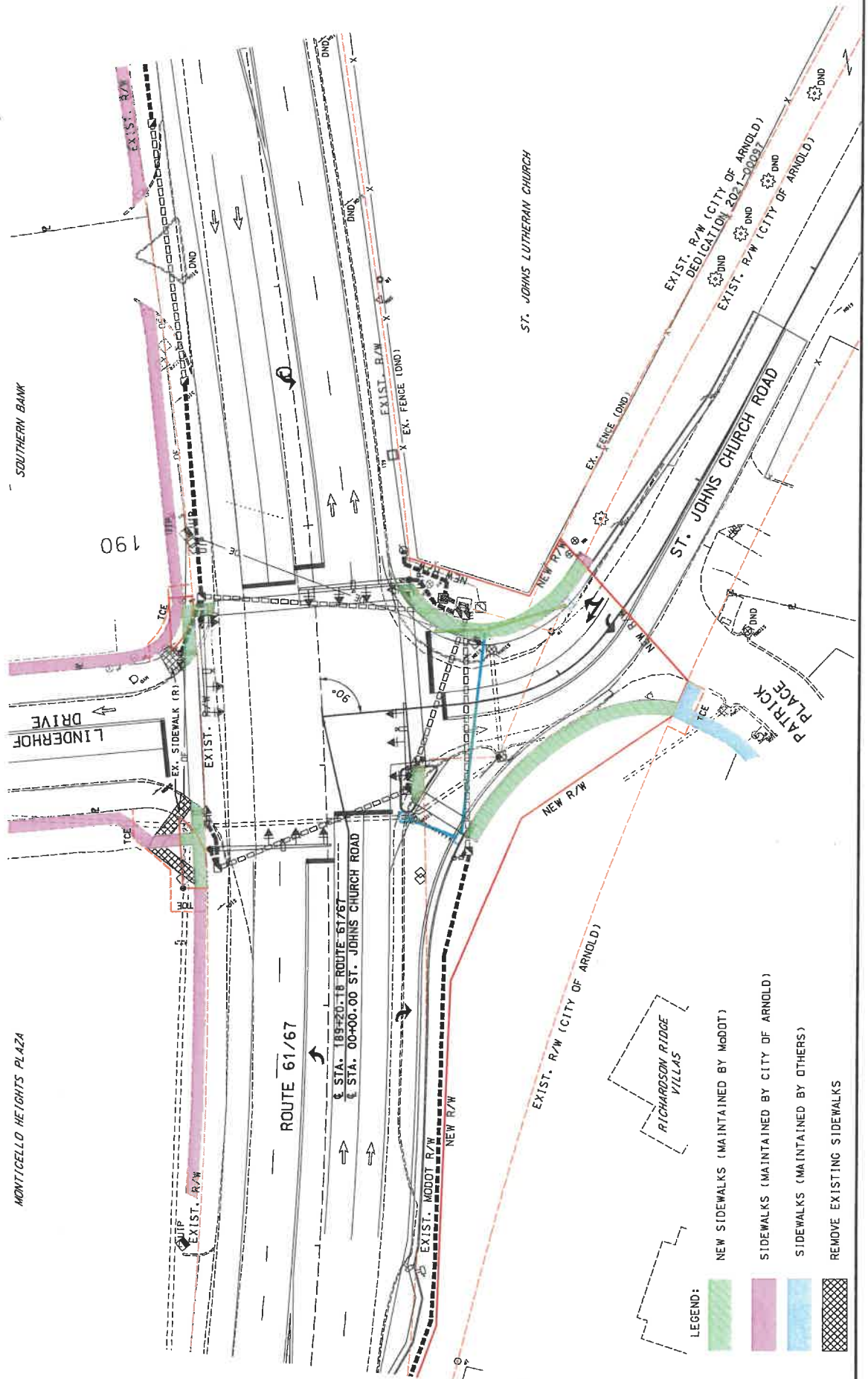


EXHIBIT B
MUNICIPAL AGREEMENT
CITY OF ARNOLD, JEFFERSON COUNTY



- LEGEND:
- NEW SIDEWALKS (MAINTAINED BY MGDOT)
 - SIDEWALKS (MAINTAINED BY CITY OF ARNOLD)
 - SIDEWALKS (MAINTAINED BY OTHERS)
 - REMOVE EXISTING SIDEWALKS

RESOLUTION NO: 23-59

A RESOLUTION APPOINTING AND RE-APPOINTING INDIVIDUALS TO SERVE ON
THE PLANNING COMMISSION WITH DIFFERENT EXPIRATION DATES

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the following individuals are hereby appointed and re-appointed to serve on the Planning Commission until their term expires or a successor has been duly appointed and qualified.

1. Andrew Sofia is hereby appointed to the Planning Commission to serve a four-year term that will expire on November 6, 2026.
2. Phillip Hogan is hereby re-appointed to the Planning Commission to serve a four-year term that will expire on December 31, 2026.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO: 23-60

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO
PURCHASE FIVE (5) 2024 CHEVROLET TAHOES FROM DON
BROWN CHEVROLET FOR THE POLICE DEPARTMENT.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quote from Don Brown Chevrolet for five (5) 2024 Chevrolet Tahoes is hereby approved, and the Mayor and/or City Administrator are authorized to sign any necessary documents to complete the transaction.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD

ST. LOUIS, MO 63110

314-772-1400

Representative: Jeremy Kennedy

Cell: 314-800-6883

Client: Arnold P.D.

Attn: Chief Brian Carroll

Address: 2101 Jeffco Blvd.

Arnold, MO 63010

Phone: 636-296-3204

Email: bcarroll@arnoldmo.org

Date: 10/12/2023

Customer's PO: 5 - 4WD PPV

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # CC240138005		
5	2024 Chevy Tahoe PPV - Black in Color	\$ 47,997.00	\$ 239,985.00
5	Option 1 - 4WD 9C1 Pursuit	\$ 2,776.00	\$ 13,880.00
5	Delete Center Seat		\$ -
5	Option4 - (4) Extra Keys & Transmitters	\$ 69.00	\$ 345.00
5	Option 5 - Program Transmitters	\$ 130.00	\$ 650.00
5	Option 6 - Black Vinyl Floor	\$ (171.00)	\$ (855.00)
	Equipment Total		\$ 254,005.00
	Grand Total		\$ 254,005.00

Signature and Date

--

Client Signature

Date

MODEL YEAR 2024: CHEVROLET TAHOE 2WD 9C1 PURSUIT UTILITY VEHICLE

Firm, Fixed Base Price Equipped as Specified Below: \$47,997.00 PER EACH

Delivery: days ARO Warranty: 3 YR, 36,000 MILE BUMPER TO BUMPER / 5YR, 100,000 MILE POWERTRAIN

Manufacturer Order Cut-Off Date: TBD

In addition to the mandatory required equipment stated below, the vehicles shall be equipped with all standard equipment for the model specified.

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
FRONT SEATS: Heavy duty cloth 40/20/40 split bench style seating <u>without</u> center 20% section; Center section must be deleted	Heavy duty cloth 40/20/40 split bench style seating <u>without</u> center 20% section; Center section must be deleted
Power driver and front passenger seat adjusters	POWER DRIVER & FRONT PASSENGER SEAT ADJUSTERS
REAR SEAT: Third row seating deleted	THIRD ROW SEATING DELETED
FLOOR COVERING: Full, color keyed carpeting	CARPET FLOOR
FLOOR MATS: Manufacturer's first and second row color keyed carpeted mats required	FLOOR MATS
FRONT LICENSE BRACKET: Manufacturer's standard required	STANDARD FRONT LICENSE BRACKET
KEYS: Two (2) keyless entry key Fobs	(2) KEYLESS ENTRY FOBS
SPOTLIGHT PROVISION/SPOTLIGHT, LEFT HAND: Left (driver side) factory spotlight provision	DRIVERSIDE SPOTLIGHT
6" LED spotlight installed	6" LED SPOTLIGHT

Mandatory Specifications	Vendor should provide a description of each specification below for the vehicle proposed or indicate compliance.
AUXILIARY DOME LAMP: Factory installed red/white overhead high intensity auxiliary dome lamp	FACTORY INSTALLED RED/WHITE OVERHEAD HIGH INTENSITY AUX DOME LAMP
The auxiliary lamp is wired independently from the standard dome lamp	OK
WIRING: Grill lamp and siren speaker wiring for connection to agency-furnished equipment required	OK
Horn/siren wiring circuit for connection of agency-furnished switch required	OK

Center Console wiring harness with auxiliary power outlet kit is required	OK
FLASHER SYSTEM: Headlamps and Trail Lamps, Tail Lamps alternate flashing red/white	OK
RADIO SUPPRESSION PACKAGE	OK
FLEET FREE MAINTENANCE CREDIT: Credit in lieu of free oil changes, tire rotations and inspections during the first 24 months/24,000 miles	OK
COLORS: Standard production solid color exterior and standard interior trim	List colors available: BLACK, WHITE, SILVER SAGE METALLIC, DARK ASH METALLIC, EMPIRE BEIGE METALLIC, MIDNIGHT BLUE METALLIC, STERLING GRAY METALLIC
Colors will be selected after award	
MANDATORY MODEL: Chevrolet Tahoe 2WD 9C1 Pursuit Utility Vehicle	

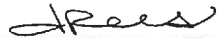
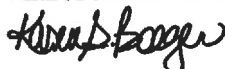
OPTION PRICING:

Option 1 – 4WD 9C1 Pursuit Option	\$2,776.00 – SINGLE SPEED TRANSFER CASE ONLY
Option 2 – Complete 40/20/40 cloth front bench seating (in lieu of center 20% section delete)	\$0.00 – MUST STATE ON ORDER
Option 3 – Remote Vehicle Start	\$300.00
Option 4 – Four (4) extra keys & transmitters	\$69.00
Option 5 – Program Keyless Entry Transmitters	\$130.00
Option 6 – Black vinyl floor covering (delete carpet and carpeted floor mats)	\$-171.00 (Deduct)
Option 7 – Remove radio suppression system	\$-83.00 (Deduct)
Option 8 – Molded Splash Guards	\$250.00



NOTICE OF AWARD

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

SOLICITATION NUMBER RFPC30034902400138	CONTRACT TITLE Statewide New Motor Vehicles Qualified Vendor's List
CONTRACT NUMBER CC240138005	CONTRACT PERIOD September 6, 2023 through June 30, 2024
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID MB00089555
CONTRACTOR NAME AND ADDRESS Don Brown Chevrolet, Inc. 2244 S. Kingshighway Blvd. St. Louis, MO 63110	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The bid submitted by Don Brown Chevrolet, Inc. in response to SOLICITATION/OPPORTUNITY (OPP) NO.: RFPC30034902400138 is accepted in its entirety.	
BUYER Jennie Rees	BUYER CONTACT INFORMATION Email: jennie.rees@oa.mo.gov Phone: (573) 751-6442 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE September 6, 2023
DIRECTOR OF PURCHASING  Karen S. Boeger	

State of Missouri
Office of Administration, Division of Purchasing



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

SOLICITATION/OPPORTUNITY (OPP) NO.:	RFPC30034902400138
ISSUE DATE:	August 2, 2023
CONTRACT PERIOD:	September 6, 2023 through June 30, 2024
REQUISITION NO.:	N/A

PROPOSAL DUE NO LATER THAN: AUGUST 16, 2023 AT 2:00 PM CST

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

RFP CONTACT INFORMATION:

BUYER: Jennie Rees
PHONE NO.: (573) 751-6442
EMAIL: jennie.rees@oa.mo.gov

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

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

**Various State Agencies
Location throughout the State of Missouri**

ATTENTION:

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

RFP Organization:

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

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

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

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

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

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

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

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

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

1.2 Background and Historical Usage Information:

1.2.1 For information purposes, the dollar amounts encumbered under the current contracts for fiscal year 2023 are listed below:

Contract Number	Fiscal Year 2023
CC222374001	\$0.00
CC222374002	\$1,159,546.00
CC222374003	\$1,051,700.00
CC222374004	\$1,550,177.00
CC222374005	\$10,961,813.00
CC222374007	\$211,895.00
CC222374008	\$63,238.00
CC230582002	\$0.00
CC230582004	\$0.00
CC231422001	\$0.00
CC231422002	\$371,531.00
CC231422005	\$0.00

CC231422006	\$0.00
CC232255001	\$0.00

- 1.3 **Current and/or Previous Contract Information:** Current contracts exist for the products and/or services being obtained via this RFP. A copy of the contract can be viewed and printed from the Division of Purchasing Awarded Bid & Contract Document Search System located on the Internet at: <https://purch.oe.mo.gov/bidding-contracts/awarded-bid-contract-document-search>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid numbers RFPC30034902202374, RFPC30034902300582, RFPC30034902301422, RFPC30034902302255 or the contract numbers stated in the above table within paragraph 1.2.1 when searching for these documents.
- 1.3.1 **State Expenditures:** The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the site information and disclaimer links: <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm> and <https://mapyourtaxes.mo.gov/MAP/Help/MapExpendituresHelp.htm#disclaimer>. Then search by the contract numbers shown above when searching for the financial information.
- 1.4 **RFP Questions:**
- 1.4.1 **Buyer is Single Point of Contact for Solicitation:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
- a. Except as noted herein, vendors and their agents are instructed not to not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H) available at <http://www.sos.mo.gov/adrules/csr/csr.asp>.
- 1.4.2 **Vendor is Responsible for Asking Questions About the RFP:** It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal.
- 1.4.3 **Vendor Question Deadline:** Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. All questions and issues should be submitted no later than ten (10) calendar days prior to the proposal end date and time of the proposals. If not received prior to ten (10) calendar days before the proposal end date and time, the Division of Purchasing may not be able to fully research and consider the respective questions or issues.
- 1.4.4 **State's Response to Vendor Questions:** Upon the Division of Purchasing's consideration of questions and issues, if the Division of Purchasing determines that changes are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for a RFP addendum. All vendors will be advised of any change to the RFP's language, specifications, or requirements by a formal addendum to the RFP. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

- 1.4.5 **RFP is State's Only Official Position:** The only official position of the State of Missouri shall be that which is contained in the RFP and any addendums thereto.
- 1.5 **Addendums:** If the Division of Purchasing determines that changes to the RFP are necessary, the resulting changes will be included in a subsequently issued RFP addendum(s) prior to the proposal end date and time.
- 1.6 **Glossary of Terms and Acronyms:** Whenever the following terms and acronyms appear in the RFP document or any addendum thereto, the definitions or meanings described below shall apply.
- 1.6.1 **General Glossary, Acronyms, and Abbreviations:**
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
 - b. **Addendum** means a written, official modification to an RFP.
 - c. **Amendment** means a written, official modification to a contract.
 - d. **Attachment** applies to all documents which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - e. **Buyer** means the procurement staff member of Purchasing.
 - f. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
 - g. **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.
 - h. **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.
 - i. **Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with their proposal prior to the specified end date and time.
 - j. **May** means that a certain feature, component, or action is permissible, but not required.
 - k. **Must** means that a certain feature, component, or action is a mandatory condition.
 - l. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.
 - m. **Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
 - n. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
 - o. **Reasonable, Necessary or Proper** as used herein shall be interpreted solely by the State of Missouri.
 - p. **Request for Proposal (RFP)** means the solicitation document issued by Purchasing to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the following sections: Introduction and Background Information; Scope of Work; General Terms and Conditions ("terms and conditions" and "Terms and Conditions" are used interchangeably throughout the RFP); General Contractual Requirements; and Proposal Submission, Evaluation, and Award Information; and the RFP Vendor Response Exhibits, Attachments, and Addendums of the RFP.
 - q. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
 - r. **Shall** has the same meaning as the word must.
 - s. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
 - t. **State** collectively referring to the state government and/or the agencies thereof.
 - u. **Vendor** means the supplier, offeror, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

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

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

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

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

2. SCOPE OF WORK SECTION

2.1 Qualified Vendor's List Utilization and Requirements:

- 2.1.1 The Scope of Work section of the RFP includes requirements and provisions relating specifically to the products and/or services required by the state.
- 2.1.2 The QVL contractor must supply new motor vehicles off the QVL contractor's lot and/or manufacturer designated fleet vehicles based on the award that has been approved by the Division of Purchasing's Notice of Contract Award to RFPC30034902400138 or by a properly executed contract amendment, subsequently issued by the Division of Purchasing.
- a. For purposes of this RFP, a new motor vehicle available off the QVL contractor's lot shall mean a vehicle which has never been owned except by a manufacturer, distributor or dealer and has never been registered, regardless of the model year of the vehicle.
 - b. For purposes of this RFP, a new fleet motor vehicle shall mean a vehicle which has never been owned except by a manufacturer, distributor or dealer and has never been registered, and of the current model year of the vehicle.
- 2.1.3 Any anticipated vehicle purchases that will be made by Missouri state agencies, utilizing the resulting QVL contracts, must have been pre-approved by the Office of Administration – Fleet Management, prior to attempting to make a purchase unless special delegation has been authorized for the state agency.
- 2.1.4 **Mandatory Use of Contract:** The contractor shall provide new vehicles on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, any state agency needing new vehicles shall be required to use the contract unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall understand and agree that the contract shall not be construed as an exclusive arrangement for new vehicles and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain vehicles elsewhere.
- 2.1.5 **Cooperative Procurement Program:** The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.
- 2.1.6 **Contractor's Obligation:** Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the new vehicles required herein.
- ### **2.2 Single Point of Contact:**
- 2.2.1 The QVL contractor shall act for the state agency or public entity as a "single point of contact" regarding all contract use issues such as ordering, invoicing, delivery, and payment.
- 2.2.2 As the single point of contact, the QVL contractor/subcontractor must provide a minimum of one (1) customer service representative assigned to the State of Missouri contract. It is highly desirable the QVL contractor provide a back-up representative as well. The QVL contractor's customer service representative and the backup, if provided, must promptly answer questions and resolve problems that arise. The customer

service representative must be available to the State during the QVL contractor's regular operating hours. Contract representatives shall be available to the state agencies by phone, fax, or email. The QVL contractor/subcontractor shall provide all contact information to the Division of Purchasing and keep it maintained and updated through the duration of the contract.

2.3 Corporate Average Fuel Economy (CAFE) Standard Requirement:

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

2.4 Warranty:

2.4.1 The Manufacturer's Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the vehicle is delivered to and accepted by the state agency.

2.4.2 All warranty service must be performed in Missouri.

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

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

2.6 Price Quote Form Requirements:

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

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

2.6.3 The QVL contractor(s) who were awarded the specific motor vehicle category and purchase type (fleet or off the lot) will be contacted by a state agency via email and presented with Attachment 1, Price Quote Form (PQF), New Vehicles. The QVL contractor shall complete and return the PQF by the specified deadline in order for the QVL contractor's quoted firm, fixed price to be considered. The QVL contractor should include a copy of the specification sheet for the motor vehicle proposed with their response to the PQF. If awarded the quote, the QVL contractor's firm, fixed price quoted for the specific purchase shall be contractually binding on the QVL contractor for that specific order placement and fulfillment.

- a. **Pricing:** The QVL contractor(s) shall price the specific motor vehicle based on the requested quantity, the mandatory specifications provided by the state agency, including any additional option or features requested or required to be provided with the vehicle in the PQF.

- 1) State agencies may request additional options or features to be added to the vehicle being purchased from the QVL contractor. Any options or features desired beyond the standard model specifications will be identified by the state agency at the time of issuance. In the case that multiple versions of the same option or feature are proposed as a separate price in addition to the motor vehicle price, the highest price for the options and features proposed shall be used for cost evaluation purposes to determine the maximum liability to the state.
 - 2) If additional options and features are already installed on the vehicle then the QVL contractor shall price the vehicle as one total dollar amount for the motor vehicle that includes the already installed options and features.
 - 3) If the PQF requests or requires options and features that are not currently installed on the vehicle proposed by the QVL contractor, then the QVL contractor must price those items separately to ensure the vehicle proposed meets the requirements identified in the PQF.
 - 4) Off the Lot Purchases - If a QVL contractor has a vehicle located on a lot that meets the requirements of the specific motor vehicle requested in the PQF, but the vehicle also includes additional options not requested by the agency, then the vendor should provide a PQF response that specifies the additional options already installed on the vehicle that the state agency did not request.
 - 5) Fleet Purchases Only – The QVL contractor must provide the specific motor vehicle requested in the PQF, including all specified additional options identified in the PQF, unless the QVL contractor provides documentation from the manufacturer indicating the additional option is not available at the time of the PQF request.
 - 6) If the QVL contractor is unable to provide all vehicles and quantities identified in a PQF, the QVL contractor should respond to the PQF with the vehicles and quantities the QVL contractor is capable of providing that meet the requirements of the PQF (e.g. if the PQF requests three (3) mid-size 4-door sedans that use regular unleaded fuel, but the QVL contractor only has one (1) vehicle that meets the requirements on their lot, the QVL contractor may respond to the PQF with the one (1) vehicle available).
 - 7) The QVL contractor may respond to the PQF with multiple responses if the QVL contractor is capable of meeting the requirements of the PQF with different vehicles or combination of vehicles available on the QVL contractor's lot or fleet availability.
 - 8) Shipping from a dealer or manufacturer outside of Missouri to a QVL contractor's location in order for the QVL contractor to satisfy the completed PQF shall be the responsibility of the QVL contractor and shall take place at the pricing submitted on the PQF.
 - 9) All pricing shall include all shipping, and freight charges *FOB Destination, Freight Prepaid and Allowed*. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping beyond the pricing submitted on the PQF.
 - 10) The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- b. Domestic Products Procurement Act: In accordance with the Buy American Act, the QVL contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the QVL contractor(s) to complete and return Attachment 3, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance at the time of each quote request. This document must be thoroughly completed and returned with the completed PQF for each price quote.

- 2.6.4 In the event a QVL contractor cannot provide the vehicle requested by the state agency, the QVL contractor should return the PQF to the state agency indicating a "No Bid" response.
- 2.6.5 The QVL contractor(s) shall understand that each quote response submitted shall be considered an open record after the PQF has been awarded, unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The QVL contractor(s) should **NOT** include confidential material with their quote response.
- 2.6.6 The QVL contractor shall understand and agree that any vehicle preparation costs or a round trip per mile delivery charge shall be included in the quoted price received in the PQF response.
- 2.7 **Price Quote Form Evaluation:**
- 2.7.1 State agencies shall make every attempt to process an award of a PQF within forty-eight (48) hours of the PQF deadline date. Any delays in the forty-eight (48) hour timeframe must be communicated to the QVL contractors that submitted a response to a PQF. QVL contractors shall not face consequences for selling an off the lot vehicle to another customer in the event an award has not been made within the forty-eight (48) hour timeframe and failure of the agency to communicate a delay occurs.
- 2.7.2 The PQF shall be awarded to the lowest and best QVL contractor defined herein as the specification-compliant QVL contractor who scores the highest number of evaluation points considering:
- The specifications and contents included on the PQF form and Attachment 2, Motor Vehicle Price Quote Request Form (PQF) Award Record New Vehicles,
 - Cost, including the Missouri Domestic Products Procurement Act preference,
 - Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the QVL contractor's awarded proposal.
 - As applicable, when alternative fuel vehicles are bid, a life cycle cost evaluation based on the requirements stated in Chapter 414.415 RSMo has been performed (See paragraph 2.7.4 6).
- 2.7.3 Price quote form evaluations conducted by the Missouri State Highway Patrol (MSHP) may include the following exceptions:
- At the discretion of the MSHP, the evaluation of PQF responses may give consideration to security requirements or patrol vehicle necessities over the evaluation of cost.
 - Such consideration shall be clearly documented in the evaluation prior to awarding a purchase order and made public to all QVL contractors who responded to the PQF.
- 2.7.4 Evaluation of Cost – The state agency shall determine the lowest priced QVL contractor by performing a cost evaluation in the following manner:
- The firm, fixed total vehicle price submitted for the vehicle(s) specified on the PQF shall be multiplied by the respective requested quantity stated in the PQF to determine the total extended price. The firm, fixed total vehicle price used for cost evaluation purposes shall include the vehicle base price, all options and features proposed, regardless of whether the options or features have already installed on the motor vehicle or would be installed after PQF award, and the delivery price. The total extended price for the vehicle shall then be combined with any application of the Domestic Product Act (Buy American) Preference as detailed below.
 - Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the QVL contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

- QVL contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over QVL contractors whose products do not qualify.
 - The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
 - If the lowest priced QVL contractor qualifies as American-made or in the event all of the QVL contractors or none of the QVL contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced QVL contractor does not qualify for the Buy American Preference but other QVL contractors do qualify, then the low QVL contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
 - If any products and/or services offered are being manufactured or performed at sites outside the United States, the QVL contractor MUST disclose such fact and provide details with the quote request.
- 2) Upon determination of each QVL contractor's total cost for the specified line item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

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

- 3) For those QVL contractors awarded bonus preference points (for an Organization for the Blind/Sheltered Workshop and/or a qualified Service-Disabled Veteran Enterprise) during the evaluation of RFPC30034902400138, such bonus preference points shall be added to the QVL contractor's cost evaluation points. The QVL contractor that meets or exceeds the state agency's minimum requirements with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best QVL contractor. The lowest and best QVL contractor will be awarded the purchase requested on the PQF.
- 4) In the event all quote responses fail to meet the state agency's needs, the state agency may reject all responses and cancel the request for quote.
- 5) The state agency reserves the right to award one, some, or all of the vehicles in a PQF to one QVL contractor. In the event an agency decides to award to multiple QVL contractors, the above cost evaluation will be conducted per vehicle to determine the lowest and best QVL contractor for each vehicle.
- 6) In addition to the cost evaluation language identified above, in accordance with Chapter 414.415 RSMo, a life cycle cost evaluation will be conducted by the state agency for fleet vehicles when alternative fuel vehicles are offered. The evaluation of cost shall be completed as a life cycle cost analysis based on the quoted firm, fixed vehicle base price included in the response to the PQF using the following: (a) an average life span of 120,000 miles for the vehicle; (b) the combined city/highway fuel mileage rating for the vehicle; and (c) the fuel cost per gallon on the date the PQF responses are due as published in the most recent Missouri Energy Bulletin. The state agency will use the following formula to determine the life cycle cost:

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

LCC = Life Cycle Cost

UP = Unit Price of vehicle proposed

LV = Life of vehicle is 120,000 miles

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

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

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

- 2.7.5 The state agency will document their evaluation justification regarding their award determination of the "lowest and best" PQF response(s) at the time the quote is awarded.
- 2.7.6 The state agency will provide all responding QVL contractors of the results of the PQF awarded by providing a copy of the completed Attachment 3 – Motor Vehicle Price Quote Request Form (PQF) Award Record New Vehicles. Acceptance of the PQF, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.
- 2.8 Purchase Order Requirements:**
- 2.8.1 The state agency shall purchase the items specified in the awarded PQF from the awarded QVL contractor (as determined by section 2.7). Pursuant to paragraph 2.7.1, the contractor will not be held to the requirements identified below if the agency fails to award the PQF within the forty-eight (48) hour timeframe and failure of the agency to communicate a delay occurs.
- a. If the QVL contractor cannot provide the awarded items in the PQF, the QVL contractor may be considered in breach of contract and subject to the remedies specified herein
 - b. The state agency shall document each instance of the QVL contractor's inability to provide the awarded items as required. If the QVL contractor continually or consistently is unable to provide the awarded items as required, the Division of Purchasing may elect to cancel the applicable QVL contractor's contract.
 - c. If the QVL contractor who was awarded a PQF cannot fulfill the award, then, with prior approval of the Division of Purchasing, the state agency reserves the right to use the next highest scoring QVL contractor (as determined in accordance with section 2.7).
- 2.8.2 QVL contractors shall make every attempt to process a purchase order within forty-eight (48) hours of receipt. With the volatility of the market and the short turnaround time of order bank availability, it is imperative that the awarded QVL contractor process orders in a timely manner.
- 2.9 Order Documentation Requirement:**
- 2.9.1 At no cost to the State of Missouri, and upon request of the state agency, the QVL contractor must provide the state agency with a copy of the order documentation submitted to the manufacturer when ordering each vehicle.

2.10 Financial Responsibility:

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

2.11 Performance/Product Requirements:

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

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

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

- a. The QVL contractor and/or the QVL contractor's subcontractor(s) shall deliver products upon receipt of an authorized purchase order for the motor vehicle(s) the QVL contractor is awarded. Delivery shall include unloading shipments at the state agency's location or other designated unloading site as requested by the state agency. All orders must be shipped *F.O.B. Destination, Freight Prepaid and Allowed*. All deliveries must be coordinated with the state agency.
- b. The QVL contractor shall not attempt to make delivery to any facility on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://oa.mo.gov/personnel/state-employees/hours-work-overtime-and-holidays>.
- c. Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's State of Origin and invoice.
- d. Each vehicle shall be delivered with an owner's manual.
- e. The QVL contractor must call the state agency 24 hours prior to making an appointment for delivery.
- f. In the event the QVL contractor fails to deliver the vehicle within the stated delivery days, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. In assessing the applicability of this provision, the State of Missouri will consider the degree of QVL contractor responsibility in the delay.
- g. Within forty-eight (48) hours of delivery, the state agency shall fully inspect the vehicle's interior and exterior, including any options required on the vehicle. The state agency must notify the dealer within forty-eight (48) hours of any unacceptability relating to the delivered vehicle. If the state agency fails to notify the dealer of any unacceptability within the forty-eight (48) hour timeframe, the dealer reserves the right to deem the vehicle as acceptable. Agencies are advised to ensure the proper measures are taken as it relates to insuring vehicles beyond the forty-eight (48) hour acceptance timeframe.

- h. Each vehicle shall be clean, lubricated, serviced and ready for immediate service. This shall include installation of all required options and accessories and removal of all plastic and signage (e.g. window sticker) from the interior and exterior of the vehicle. The window sticker may be left in the "glove box" or included with other documentation.

2.12 Missouri Statewide Contract Quarterly Administrative Fee:

2.12.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all vehicles provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

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

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

a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

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

2.13 Missouri Statewide Contract Quarterly Administrative Fee Report:

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

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

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

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

OR

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

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

2.14 Missouri Statewide Contract Quarterly Usage Report:

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

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

Data Element	Description
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 5 which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.15 Financial Records and Document Retention:

- 2.15.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.
- 2.15.2 The contractor shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of five (5) years from the date of the final payment by the state agency/submission of final report to the state agency or the completion of an audit, whichever is later, or as otherwise stated in the contract.
 - a. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, the contractor shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later.
 - b. If the state agency is subject to any litigation, claim, negotiation, audit, or other action involving the records, the state agency will notify the contractor in writing to extend the contractor's retention period.

2.16 Electronic Funds Transfer, Invoicing, and Payment Requirements:

- 2.16.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.16.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.

- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.
- b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS vendor registration.
- c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.16.3 Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

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

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

- 2.16.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.16.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.16.7 The total payments to the contractor for all vehicles shall not exceed the prices provided in their PQF response to the agency.
- 2.16.8 Other than the payments specified in the contract, no other payments shall be made to the contractor.

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

3. TERMS AND CONDITIONS SECTION

- 3.1 **Applicable Laws and Regulations:** The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.
- 3.2 **Non-Discrimination and Affirmative Action:** Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.
- 3.3 **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), ADA is 42 U.S.C. section 1201, et seq.
- 3.4 **Anti-Discrimination Against Israel Act Contractor Requirements:** If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.1 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated Exhibit I, Anti-Discrimination Against Israel Act Certification.
- 3.5 **Business Registration:** The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359 RSMo.
- 3.6 **Data Breach:** If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500 RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.
- 3.7 **Elected or Appointed Officials and Employees:** Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 3.8 **Indemnification:** Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.
- 3.9 **Legal Proceedings:** For any legal action or other proceedings, per section 27.050 and section 27.060 RSMo., the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.9.1 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.

- 3.9.2 **The State of Missouri does not agree to any arbitration.** The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.
- 3.10 **Negotiations:** The State of Missouri does not negotiate contracts after award. Any competitive negotiation, if conducted by the state, must have occurred prior to contract award in accordance with Chapter 34, RSMo., 1 CSR 40-1.050 and as stated in this RFP.
- 3.11 **Federal Funds Requirements:** The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Exhibit K or other requirements identified by the federal government.
- 3.12 **Invoicing and Payment:** Invoicing and payments must follow section 33.120, section 34.055, and section 34.057 RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.
- 3.13 **Non-Appropriation of Funds:** The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo. and 1 CSR 10-3.010 (1)(B).
- 3.14 **Open Records:** Pursuant to section 610.021, RSMo., the contract and related documents are available for public review. Pursuant to section 610.021, RSMo., proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- 3.15 **Prison Rape Elimination Act (PREA) Requirements:** In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.15.1 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.15.2 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.15.3 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.

- 3.15.4 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
- 3.15.5 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.15.6 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.16 **Protests:** Any proposal award protest must be received within ten (10) state business days after the date of award in accordance with the requirements of 1 CSR 40-1.050.
- 3.17 **Record Access:** The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.
- 3.18 **State Preferences:** If the contractor's awarded proposal included state preferences, the contractor must comply with the rules applicable to those preferences including:
- 3.18.1 Section 34.070 and section 34.073 RSMo for Missouri business preferences;
- 3.18.2 Section 34.074 RSMo and 1 CSR 40-1.050 for Service Disabled Veteran Enterprises;
- 3.18.3 Section 34.165 RSMo and 1 CSR 40-1.050 for Organizations for the Blind/Sheltered Workshops;
and
- 3.18.4 Section 34.350 to 34.359 RSMo for the Missouri Domestic Products Procurement Act.
- 3.19 **Taxes:** The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, RSMo.

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

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

4.1.1 A binding contract shall consist of the following documents:

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

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

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

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

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

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

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

4.3 **Contract Period:** The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the RFP.

4.3.1 **Renewal Option:** The Division of Purchasing shall have the right, at its sole option, to renew the contract for one (1) additional one-year period(s), or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

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

4.5 **Termination for Convenience:** The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value to any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

4.6 Cancellation for Breach of Contract:

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 If Purchasing cancels the contract for breach, the Division of Purchasing reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Division of Purchasing deems appropriate and charge the contractor for any additional costs incurred thereby.
- 4.6.4 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- 4.7 **Contract Assignment:** Any contract assignment, except as noted below, shall require prior written consent by the state, which shall not be unreasonably withheld. However, the contractor may assign the contract without the state's prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, contingent upon the assignee agreeing to be bound by all of the terms of the contract with the State of Missouri and all past due fees are paid in full. The contractor must notify the Division of Purchasing of all contract assignments, which shall be addressed in a contract amendment. Any other means of assignment shall be void and of no effect. Subject to the foregoing, the contract shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

4.8 Contractor Liability:

- 4.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.9 Insurance:

- 4.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 4.9.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.
- 4.10 **Single Point of Contact and Responsibility:** The contractor shall be the single point of contact and shall be responsible for the contract regardless of any subcontract arrangements.
- 4.11 **Contractor Status:** The contractor shall be considered an independent contractor and shall not represent itself, its employees, or its subcontractors to be employees of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.
- 4.12 **Subcontractors:**
- 4.12.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- 4.12.2 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- 4.12.3 The contractor shall understand and agree that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- 4.13 **Participation by Other Organizations:**
- 4.13.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The contractor must meet their participation commitment identified in their awarded proposal, regardless of the products and/or services purchased by the state from the contract.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
 - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.

If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <https://purch.oa.mo.gov/vendor-information> or another affidavit providing the same information.

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

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

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

4.16.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the State of Missouri, Division of Purchasing immediately.

4.17 Warranties and Representations:

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

- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,

- b. be fit and sufficient for the purpose expressed in the RFP,
- c. for any goods provided, be merchantable,
- d. be of good materials and workmanship, and
- e. be reasonably free from defect.

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

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

4.19 **Remedies and Rights:**

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

4.19.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

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

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

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

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

5. VENDOR SUBMISSION, EVALUATION, AND AWARD INFORMATION SECTION

5.1 Proposal Submission Overview:

- 5.1.1 Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.
 - 5.1.2 Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. It is preferred that questions be emailed to the buyer.
 - 5.1.3 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Division of Purchasing believes that any RFP provisions are: (1) ambiguous, (2) contradictory or arbitrary, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a proposal. Likewise, if the RFP lacks needed clarity and will otherwise necessitate the inclusion of vendor assumptions, vendor should request an addendum to the RFP prior to the end date and time to identify needed information.
 - 5.1.4 All responses must (1) be submitted by a duly authorized representative of the vendors organization, (2) contain all information required by the RFP, and (3) be priced as required.
 - 5.1.5 By submitting a proposal, the vendor agrees to furnish the vehicles specified by the agencies, at the prices quoted, pursuant to all requirements and specifications contained therein.
 - 5.1.6 Proposals shall remain valid for 90 calendar days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted and awarded, the entire proposal and BAFO submission, if applicable, shall be firm for the specified contract period.
 - 5.1.7 The Division of Purchasing reserves the right to officially amend or cancel an RFP after issuance.
- ### **5.2 Preparation of Proposals:**
- 5.2.1 **Business Compliance Pre-Work: Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained in the evaluation process section herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a proposal.**
 - 5.2.2 **RFP Vendor Response Exhibits: The vendor must submit properly completed RFP Vendor Response Exhibits as their proposal. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.**
 - a. **Exhibit A, Proposal Signature Page** should be completed and placed at the beginning of the proposal to declare understanding, agreement and certification of compliance to provide the vehicles in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any RFP addendums. The remaining exhibits should be placed in sequential order after the **Exhibit A, Proposal Signature Page**.
 - b. Vendors do not need to return the RFP Sections or RFP Attachments contained herein with their proposal.
 - 5.2.3 **Proposal Preparation Costs: Any and all costs incurred by the vendor in preparing or submitting a proposal shall be the vendor's sole responsibility whether or not any award results from this RFP. The state shall not reimburse such costs.**
 - 5.2.4 **Proposal Page Numbering: The proposal should be page numbered.**

- 5.2.5 **Proposal Font:** The proposal should be easily readable and legible fonts, 11 point or above, should be used. For graphics or illustrations within the proposal, the font size may be smaller than 11 point.
- 5.2.6 **Embedded Files, Hyperlinks, and Video Clips:** The vendor should not include embedded files, hyperlinks, or video clips within their response to the RFP. In the event the vendor provides embedded files, hyperlinks, or video clips, the vendor shall understand the state is not obligated to consider such information in the evaluation of the vendor's response.
- 5.2.7 **Completeness of Proposal:** It is the vendor's sole responsibility to submit complete and clear information in their proposal in response to the RFP Vendor Response Exhibits. The state is under no obligation to solicit such information if it is not included in the vendor's response. The vendor's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein and to explaining the vendor's proposed solution should be excluded from the vendor's response.
- 5.3 Compliance with Requirements, Terms and Conditions:**
- 5.3.1 Non-compliant proposals shall be ineligible for award pursuant to 1 CSR 40-1.050(21) which, in part, states, "(21) Awards are to be made to the bidder/offeree whose bid/proposal complies with— (A) All mandatory specifications and requirements of the bid/proposal." Therefore, taking exception to mandatory provisions of the RFP shall place the vendor at risk for being non-responsive and ineligible for award.
- 5.3.2 Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- 5.3.3 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to ensure such documents do not contain terms and conditions that conflict with those of the RFP and its contractual requirements.
- 5.3.4 If the vendor's proposal includes any exceptions to the mandatory provisions of the RFP, the vendor must (1) identify the specific RFP paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:
- a. Exceptions to mandatory provisions of the RFP place the vendor at risk for being non-responsive and ineligible for award. The state is not obligated to revise the RFP to make provision for the identified exception(s).
 - b. Section 1 of the RFP provides required instructions for addressing RFP questions and requesting changes or clarifications to the RFP prior to the proposal end date, revisions to the RFP after the proposal end date and time can only be made through the competitive negotiation process described herein. However, the state shall not be obligated to conduct competitive negotiations.
- 5.3.5 In the event that the vendor is an agency of state, local, or federal government or political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by the Division of Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Division of Purchasing. If the Division of Purchasing determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

- 5.3.6 Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may otherwise offer any brand which meets or exceeds the specification for any item, but state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto.
- a. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be considered as the vendor's commitment to complete compliance with the specifications and requirements as listed in the RFP.
- 5.3.7 In the event all vendors fail to meet the same mandatory requirement in an RFP, the Division of Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Division of Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- 5.4 **Confidentiality and Proprietary Materials:** Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- 5.4.1 **Missouri Sunshine Law:** The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.
- 5.4.2 **Proposal Confidentiality:** Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, vendors should NOT include confidential material with their proposal.
- 5.4.3 **Information Not Considered Confidential:** In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:
- a. Vendor's entire proposal;
 - b. Vendor's pricing;
 - c. Vendor's proposed method of performance, approach, work plan, and technical capabilities including schedule of events and/or deliverables;
 - d. Vendor's experience information including customer lists or references; and
 - e. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.5 Foreign Vendors:

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

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

5.6 Online Submission of Solicitation Response:

5.6.1 In order for the vendor to submit their proposal, the vendor must be registered in MissouriBUYS in a "pending" or "approved" registration status. The vendor must achieve "approved" registration status in MissouriBUYS in order to be considered for a contract award. MissouriBUYS is the State of Missouri's web-based statewide eProcurement system located at <https://www.missouribuys.mo.gov>. Detailed instructions pertaining to vendor registration can be found at: <https://missouribuys.mo.gov/media/pdf/vendor-registration-instructions>.

5.6.2 THE REGISTERED VENDOR MUST SUBMIT THEIR SEALED PROPOSAL ELECTRONICALLY THROUGH MISSOURIBUYS. Hardcopy proposals are not accepted. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, and (2) contain all information required by the RFP. Unless the RFP specifies otherwise, no other means of proposal submission, modification, or retraction or withdrawal shall be allowed.

- a. Registered vendors must submit their proposal electronically through MissouriBUYS by completing, attaching, and submitting all completed RFP Vendor Response Exhibits (including Exhibit A, Proposal Signature Page and all other exhibits) and all other contents of their proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required documentation. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS system website at: <https://missouribuys.mo.gov/bidboard> (see Bid Response Instructions). Electronic responses shall not be submitted via email.
- b. The exhibits and forms provided herein should be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission in MissouriBUYS. Other information requested or required may be sent as an attachment in MissouriBUYS. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments. All of the vendor's proposal attachments should be searchable.
 - 1) In the event the registered vendor attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.

- c. Faxed and emailed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.
- 5.6.3 The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the proposal end date and time to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.
- 5.6.4 If a registered vendor submits multiple responses in MissouriBUYS and if such responses are not identical, the vendor should explain which response is valid or if both responses are valid as alternative responses. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest to be valid.
- 5.6.5 To ensure software compatibility with the MissouriBUYS system, the vendor should submit the proposal attachments in Microsoft Word, Microsoft Excel, or Adobe PDF. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some or all of the vendor's response to be unreadable which could negatively impact the evaluation of the vendor's response.
- 5.6.6 Proposals may be modified or retracted on-line in MissouriBUYS prior to the official end date and time. Other methods to request to modify or withdraw a proposal prior to the official end date and time shall not be honored.
- 5.6.7 A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor to the Division of Purchasing. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- 5.6.8 When submitting their electronic proposal, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab in MissouriBUYS. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- 5.6.9 It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the RFP 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 proposal end date and time specified in the RFP. If the RFP is cancelled after the proposal end date and time specified in the RFP, the buyer of record will send email notification to all vendors that responded to the RFP informing them of the cancellation of the RFP.
- 5.7 Proposal Opening: Proposal openings will occur on the proposal end date and the opening time specified on the RFP document. Only the names of the respondents/vendors will be made available to the public after the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- 5.7.1 Late Proposals: Proposals which are not received in the MissouriBUYS Statewide eProcurement System prior to the official proposal end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened and considered under extraordinary circumstances in accordance with 1 CSR 40-1.050.

5.8 Evaluation Process:

- 5.8.1 In order to complete the awards identified above, the state will follow the evaluation process set out in section 34.042, RSMo and as identified herein to determine the lowest and best vendor(s).
- 5.8.2 **Compliance Review:** Each proposal submitted in response to the RFP will be reviewed for compliance with the mandatory requirements of the RFP. The vendor shall understand the state will not award a contract to a vendor with a non-responsive (non-compliant) proposal.
- a. A proposal which contains non-responsiveness issues which could never be expected to be brought into compliance, even if given an opportunity for competitive negotiations, shall be considered unacceptable and eliminated from further consideration in the evaluation.
 - b. Proposals with non-responsiveness issues which could be corrected during competitive negotiations, if conducted, shall be considered potentially acceptable and remain in the evaluation process until a decision is made in regard to competitive negotiations. Proposals that remain non-responsive at the conclusion of the evaluation process, whether competitive negotiations were or were not conducted, shall be considered non-responsive and therefore ineligible for contract award.
 - c. In the event only one proposal is received, the State of Missouri reserves the right to review the proposal to determine if the vendor is responsive, responsible, and reliable and is therefore eligible for award. Such determination shall be based upon information submitted in the proposal.
 - d. The Division of Purchasing reserves the right to reject any and all proposals.
 - e. The Division of Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 5.8.3 **Business Compliance Requirements:** Due to lead times for obtaining the information needed to complete the **Business Compliance Exhibits**, vendors are encouraged to **IMMEDIATELY** begin securing these verifications when preparing a proposal. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. Vendor's failure to complete the pre-work necessary for submission of completed business compliance exhibits identified below prior to submission of their proposal may result in a non-compliance determination of their proposal response. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit G, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit H, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority from be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
 - c. **Business Compliance Exhibit I, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more

employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

d. Business Compliance Exhibit J, Employee/Conflict of Interest

e. Business Compliance Exhibit K, Federal Funding Unique Identity ID - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit K, Federal Funding Unique Identity ID**.

f. General Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- 1) Taxes (e.g., city/county/state/federal)
- 2) State and local certifications (e.g., professions/occupations/activities)
- 3) Licenses and permits (e.g., city/county license, sales permits)
- 4) Insurance (e.g., worker's compensation/unemployment compensation)

g. Each proposal submitted in response the RFP will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

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

a. Any competitive negotiations shall be conducted in accordance with 34.042 RSMo., 1 CSR 40-1.050(22), and any specific terms of this RFP.

b. The state shall have the right at its sole option to conduct competitive negotiations. The vendor shall understand the state does not guarantee competitive negotiations will be conducted. If negotiations are conducted, the Division of Purchasing may invite the vendor to provide a Best and Final Offer (BAFO) during the evaluation process. However, the State of Missouri does not negotiate contracts after contract award. (See Section 3.10 of the RFP)

c. Negotiations may be conducted in person, in writing, or by telephone.

d. If negotiations are conducted in person at a location determined by the state, travel and attendance expenses incurred by the vendor shall be the responsibility of the vendor.

e. If negotiations are conducted, the negotiations shall be conducted at no cost to the State of Missouri; therefore, no compensation shall be made to the vendor regarding participation in the negotiation process.

f. The vendor's methodology or other provisions of the vendor's response may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting

financial, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- g. The requirements and specifications of the RFP after the proposal end date and time shall remain unchanged, unless the Division of Purchasing determines that a change in such requirements and specifications is in the best interest of the State of Missouri through an RFP revision as part of the competitive negotiation process.
- h. Proposal revisions may be permitted for the purpose of obtaining best and final offers. The state may limit the scope of a best and final offer.
- i. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

5.8.5 Clarifications and Corrections: Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer will contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award, if applicable. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- a. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

5.8.6 Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

5.8.7 In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Vendors should apply the same preferences in selecting subcontractors.

5.8.8 Evaluation of Bonus Point Preference: Organizations for the Blind and Sheltered Workshop (Blind/Sheltered Workshop) Preference:

- a. **Organization for the Blind and Sheltered Workshop Participation Prerequisites:** In order for the Division of Purchasing (Purchasing) to meet the provisions of section 34.165, RSMo. and 1 CSR 40-1.050, the vendor should secure participation of qualified nonprofit organizations for the blind or sheltered workshops in providing the products/services required in this RFP. Pursuant to section 34.165, RSMo., and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- b. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
 - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the listed participating organizations must provide a commercially useful function related to the delivery of the contractually-required

service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the listed participating organizations are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- c. **Evaluation of Vendor's Blind/Sheltered Workshop Participation Bonus Points:** A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000.00) of the total contract value of proposals for purchases not exceeding ten (10) million dollars (\$10,000,000.00).
- 1) Where the commitment in the proposal exceeds the minimum level set forth in section 34.165 RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

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

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

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

5.9 **Award Determination:**

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

- 5.9.2 **Determination of Responsibility and Reliability** - The state shall determine the responsibility and reliability of the vendors. Additionally, the state shall determine whether a vendor has met the business compliance requirements identified herein.
- 5.10 **Determination of Awards:** In order to ensure adequate vehicle supply availability throughout the state agency locations and to meet the potentially high-demand for vehicles, the State of Missouri anticipates awarding contracts to all vendors determined to be responsive to the requirements of the RFP. As deemed in its best interests, the State of Missouri reserves the right to clarify any and all portions of any vendor's offer.
- 5.10.1 Any award of a contract shall be made by notification from the Division of Purchasing to the successful vendor. The final determination of contract award(s) shall be made by the Division of Purchasing.
- 5.10.2 After a contract is executed or all proposals are rejected, all proposals are uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).
- a. The Division of Purchasing also posts proposal results on the MissouriBUYS Bid Board (<https://missouribuys.mo.gov/bidboard>) for all vendors to view.
 - b. Vendors that respond to an RFP will be notified of the award results via e-mail.

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

EXHIBIT A PROPOSAL SIGNATURE PAGE



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

RFPC30034902400138 STATEWIDE NEW MOTOR VEHICLE QUALIFIED VENDOR'S LIST

Proposed Services (check all that apply):			
Vendor's Organization Name:	Don Brown Chevrolet		
MissouriBUYS System ID:			
Point of Contact:	Dave Helterbrand		
Phone Number:	314-772-1400	Email Address:	Dave@donbrownchevrolet.com
Mailing Address:	2244 S. Kingshighway Blvd.		
City/State/Zip:	St. Louis, MO 63110		
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		

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

Authorized Signature 	Date 8.3.2013
Printed Name David Helterbrand	Title Fleet Manager

EXHIBIT B, PROPOSAL SUBMITTAL CHECKLIST

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

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

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

EXHIBIT C, MOTOR VEHICLE CATEGORIES

The vendor will only be notified of PQFs in the motor vehicle category that the vendor has indicated they can provide below.

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

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

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

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

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

EXHIBIT F, MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

STANDARDS:

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

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a vendor meets the standards of a qualified SDVE as stated above and unless previously submitted within the past three (3) years to Purchasing, the vendor must provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- A copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214),
- A copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F (continued), MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

N/A	
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Enterprise Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business Enterprise
Phone Number	Website Address
Date	E-Mail Address

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

- No, I have not previously submitted the SDV documents specified herein to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to Purchasing.

Date SDV Documents were Submitted: _____

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

(NOTE: If the SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

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

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

STATE OF MISSOURI TAX COMPLIANCE

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

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

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

How To Obtain A Vendor No Tax Due Certificate

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

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

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to check item 3 in the Reason For Request section and complete page 2.

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

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

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

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes No

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: ___/___/___ (MM/DD/YYYY)

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

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

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

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

Missouri Secretary of State Registration Verification

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

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

Business Name	Don Brown Chevrolet
Charter Number	
Proof of Good Standing Status Included	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: 04/26/2022 (MM/DD/YYYY)

Exemptions

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

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

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

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

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

- BOX A:** To be completed by any vendor that ~~does not meet~~ the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a vendor that ~~meets~~ the definition of “Company” but has ~~less than ten employees.~~
- BOX C:** To be completed by a vendor that ~~meets~~ the definition of “Company” and has ~~ten or more employees.~~

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that **DON BROWN CHEVROLET** (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Dennis McHone

Authorized Representative's Name (Please Print)

[Signature]

Authorized Representative's Signature

Don Brown Chevrolet LLC

Company Name

8-3-2023

Date

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

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

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	<p style="text-align: center;">_____ N/A _____ %</p>

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

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

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

Vendor Name: N/A	Vendor's Unique Identity ID Number:
Parent Organization's Name:	Parent Organizations Unique Identity ID Number:

ATTACHMENT 3
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

Qualifying for the Domestic Products Preference:

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

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

Non-Domestic Product:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Exhibit continues on next page)

Attachment 3 continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

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

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.

Identify country where proposed foreign-made product is manufactured or produced.

Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.

Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.

NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

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

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

List item numbers of products proposed that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.

Identify country where proposed foreign-made product is manufactured or produced.

Identify sole US manufacturer name.

Identify name of sole US manufactured product/line of particular good.

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

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

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting solicitation electronically, scanned or typed signature is acceptable)

David Helterbrand

COMPANY NAME

RESOLUTION NO: 23-61

A RESOLUTION APPROVING THE RENEWAL OF THE ITI SYSTEM
FROM OMNIGO SOFTWARE.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the renewal of the ITI system from Omnigo Software in the amount of \$107,861.84 is hereby approved and the Mayor and/or City Administrator are authorized to sign any necessary documents to complete the transaction.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



10430 Baur Blvd
 Saint Louis MO 63132-1905
 United States
 Phone 800-814-4843
www.omnigo.com

Invoice: I-OS016818
 Invoice Date: 10/26/2023
 Due Date: 11/25/2023

FEIN/TIN: 43-1507250

Bill To

ARNOLD POLICE DEPARTMENT
 2101 Jeffco Boulevard
 Arnold MO 63010
 United States

Ship To

ARNOLD POLICE DEPARTMENT
 2101 Jeffco Boulevard
 Arnold MO 63010
 United States

Product Description	Start Date	End Date	Cost	Qty	Amount
ITI RMS - BuyCrash Police Reports	12/1/2023	11/30/2024	\$0.00	1	\$0.00
ITI - Jail Management (JMS)	12/1/2023	11/30/2024	\$20.57	169	\$3,476.33
ITI RMS - Accident Electronic Submission Missouri	12/1/2023	11/30/2024	\$0.00	1	\$0.00
ITI - Asset / Fleet Management	12/1/2023	11/30/2024	\$1,047.51	1	\$1,047.51
ITI - JMS Livescan Sagem Morpho	12/1/2023	11/30/2024	\$1,991.19	1	\$1,991.19
ITI RMS - Summons Import for Handheld Ticketwriter	12/1/2023	11/30/2024	\$1,625.44	1	\$1,625.44
ITI - Web RMS	12/1/2023	11/30/2024	\$2,035.13	49	\$99,721.37
Omnigo Eversure: Continuous Training, Consulting, and Support	12/1/2023	11/30/2024	\$0.00	1	\$0.00

Client ID: 1004264

PO #:

Quote #: Q-33419

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:

Accounts Receivable
 800-814-4843 Ext. 304
 AR@omnigo.com

Please reference invoice # I-OS016818 on your payment.
 Thank you for your business.

Subtotal	USD \$107,861.84
* Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$107,861.84
Payment Rcvd.	\$0.00
Total Due \$	USD \$107,861.84

Remit To:

Omnigo Software
 PO Box 734008
 Chicago, IL 60673-4008

ACH/Wire Bank Information:

JP Morgan Chase Bank
 7100 S 76th Street Franklin, WI 53132
 Phone: 414-529-6201
 Routing Number: 075000019
 Account Number: 724099684
 Swift Code (BIC): CHASUS33

*If you are charged sales tax but should be exempt, please forward your valid exemption certificate to ar@omnigo.com