



NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER CC232078005	CONTRACT TITLE Statewide Boats and Boat Trailers - QVL
AMENDMENT NUMBER 03	CONTRACT PERIOD May 9, 2025 Through May 8, 2026
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS PROACTIS/MOVERS SYSTEM ID MB00123405/1007188
CONTRACTOR NAME AND ADDRESS LSK Lebanon 801 N Jefferson St Lebanon, MO 65536	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies throughout the State of Missouri
<p>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</p> <p>The State of Missouri hereby exercises its option to renew the contract.</p> <p>All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.</p> <p>SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.</p>	
BUYER Dawn Jackson	BUYER CONTACT INFORMATION Email: Dawn.K.Jackson@oa.mo.gov Phone: (573) 751-4148 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/30/2025
DIRECTOR OF PURCHASING Karen S. Boeger	

PURCHASING		CONTRACT AMENDMENT ROUTING GUIDE			Contract #	CC232078005	Amendment #	3
					Route	Initials	Date	
1.	Indicate Contract Amendment Type				Section Support /Section Mgr.	JLR	3/31/25	
RENEWAL: 2 OF 2 TOTAL <input type="radio"/> Renewal % Increase <input type="radio"/> Renewal - \$ Increase <input checked="" type="radio"/> Renewal - W/O <input type="radio"/> Extension Period <input type="radio"/> Assignment <input type="radio"/> Cancellation/Termination <input type="radio"/> Other Amendment					DAWN		NOTES	
Performance Security Bond: \$		<input type="radio"/> Yes <input checked="" type="radio"/> No						
Surety Bond: \$		<input type="radio"/> Yes <input checked="" type="radio"/> No						
Annual Wage Order: \$		<input type="radio"/> Yes <input checked="" type="radio"/> No						
2.	Contract Compliance Assessment							
MBE Participation: % achieved; % committed		<input checked="" type="checkbox"/> N/A			Contract Management	LLO	2/10/25	
WBE Participation: % achieved; % committed		<input checked="" type="checkbox"/> N/A			Contract Management	LLO	2/10/25	
Blind/SW Participation: % achieved; % committed		<input checked="" type="checkbox"/> N/A			Contract Management	LLO	2/10/25	
SDVE Participation: % achieved; % committed		<input checked="" type="checkbox"/> N/A			Contract Management	LLO	2/10/25	
Participation Reports: <input checked="" type="checkbox"/> N/A		Last Month Received: Notes:			Contract Management	LLO	2/10/25	
B/SW Affidavit On File:		<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A			Contract Management	LLO	2/10/25	
Admin. Fees and Reports Received:		<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Missing FY25 Q2			Contract Management	DNG	03/14/25	
Create Amendment Tracker Entry/Update Contract Worklog					Contract Management	LLO	3/17/25	
Save Docs to Appropriate File & Notify Section Mgr. via email					Contract Management	LLO	3/17/25	
3.	Tasks/Verifications							
A. Section 34.040.7, RSMo MATCH					Buyer/Section Support	DJ	4/17/25	
B. Purchasing Suspension List					Buyer/Section Support	DJ	4/17/25	
C. Federal Suspension – SAM.GOV					Buyer/Section Support	DJ	4/17/25	
D. Labor Standards – OA/FMDC Contractor Debarment Lists					Buyer/Section Support			
E. SFS Review/Justification-include advertisement tear sheet					Buyer			
F. Review Usage: Prior FY Contract Spend Data					Buyer			
\$ Admin Usage Report (Statewide), \$		Accountability Portal						
4.	Prepare Contract Amendment				Buyer/Section Support	DJ	4/17/25	
5.	Review/Approve Contract Amendment (If Signature Rqd.)				Buyer			
Initial/Date		Supv.	Section Mgr.	Asst. Dir.	Director			
6.	E-Mail/Fax Contract Amendment (If Signature Required)				Buyer/Section Support	N/A	N/A	
Contractor E-Mail Address/Fax Number: cindy@sklebanon.com								
State Agency Contact E-Mail Address: Statewide								
Section 34.040.7, RSMo, Letter		Follow-Up Notes:						
Update Amendment Tracker					Buyer/Section Support			
7.	Review Contract Amendment Response - Verifications							
A. Renewal/Extension Pricing					Buyer/Section Support			
B. Section 34.040.7, RSMo					Buyer/Section Support			
C. Performance Security Deposit/Surety Bond					Buyer/Section Support			
D. SFS Authorized Limit \$					Buyer			
E. Contract Assignment Verifications								
1. E-Verify Exhibit/Affidavit/Documentation					Buyer/Section Support			
2. Assignment and Consent Form					Buyer/Section Support			
F. Update Amendment Tracker					Buyer/Section Support			
8.	Prepare Contract Amendment Award Document (NOA) and Statewide Notice (if applicable)				Buyer/Section Support	DJ	4/17/25	
9.	Review/Approve Contract Amendment Award Document				Buyer	DJ	4/30/25	
Initial/Date		Supv.	KH 4/30/25	Section Mgr.	Asst. Dir.	Director		
10.	Process Contract Amendment				Buyer/Section Support	AD	5/1/25	
Update SAMII - AM 300 PMM 101540					Buyer/Section Support	AD	5/1/25	
Update MissouriBUYS					Buyer/Section Support	AD	5/1/25	
Distribute Copy of E-Verify Documents (assignments)					Buyer/Section Support			
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact					Buyer/Section Support	AD	5/1/25	
Email Statewide Notice to OA.PURCHweb@oa.mo.gov					Buyer/Section Support	AD	5/1/25	
Update Amendment Tracker & Contract Worklog					Buyer/Section Support	AD	5/1/25	
11.	Update Participation Commitment (if applicable)				Admin Tech Team			
12.	Image Contract Amendment Packet				Admin Tech Team	TK	5/5/25	



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>

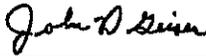
SOLICITATION NUMBER RFPC30034902302078	CONTRACT TITLE Statewide Boats and Boat Trailers -QVL
CONTRACT NUMBER CC232078005	CONTRACT PERIOD May 9, 2023 Through May 8, 2024
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID MB00123405
CONTRACTOR NAME AND ADDRESS LSK Lebanon 801 N Jefferson St Lebanon, MO 65536	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 LSK Lebanon in response to Solicitation/Opportunity (OPP) No. RFPC30034902302078 is accepted for Line Items: 9, 10, 26, 27, and 40.	
BUYER John D. Geiser	BUYER CONTACT INFORMATION Email: john.geiser@oa.mo.gov Phone: (573) 522-9580 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/9/2023
DIRECTOR OF PURCHASING  Karen S. Boeger	

EXHIBIT A
VENDOR CAN PROVIDE

The vendor **must** indicate on **Exhibit A** which brands they are proposing (line items 1 through 40). The vendor shall place a check mark (✓) in the blank provided next to each brand/line item proposed. The vendor shall also place a check mark in line items 38 through 40 if the vendor can offer additional brands not specified herein, other accessories relative to the brands specified herein, or Mercury motors/rigging. The vendor **shall not submit pricing at this time**. Price quotes will be processed post contract award and in accordance with sections 2.3 and 2.4 of the RFP. Exhibit A must be uploaded and submitted with the vendor's electronic response.

Pricing is NOT requested at this time; pricing will be requested in the individual requests for quote from the state agency as specified in section 2.3.

<u>Line Item</u>	<u>Boat and Boat Trailer Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
Blazer		
1	C/S Code 25111802 Recreational motorboats Blazer Boat	
2	C/S Code 25111802 Recreational motorboats Blazer Trailer	
Weldcraft		
3	C/S Code 25111802 Recreational motorboats Weldcraft Boat	
4	C/S Code 25111802 Recreational motorboats Weldcraft Trailer	
Lowe		
5	C/S Code 25111802 Recreational motorboats Lowe Boat	
6	C/S Code 25111802 Recreational motorboats Lowe Trailer	

<u>Line Item</u>	<u>Boat and Boat Trailer Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
Alweld		
7	C/S Code 25111802 Recreational motorboats Alweld Boat	
8	C/S Code 25111802 Recreational motorboats Alweld Trailer	
Sea Ark		
9	C/S Code 25111802 Recreational motorboats Sea Ark Boat	✓
10	C/S Code 25111802 Recreational motorboats Sea Ark Trailer	✓
Ranger		
11	C/S Code 25111802 Recreational motorboats Ranger Boat	
12	C/S Code 25111802 Recreational motorboats Ranger Trailer	
Crestliner		
13	C/S Code 25111802 Recreational motorboats Crestliner Boat	
14	C/S Code 25111802 Recreational motorboats Crestliner Trailer	

<u>Line Item</u>	<u>Boat and Boat Trailer Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
Tracker		
15	C/S Code 25111802 Recreational motorboats Tracker Boat	
16	C/S Code 25111802 Recreational motorboats Tracker Trailer	
Mako		
17	C/S Code 25111802 Recreational motorboats Mako Boat	
18	C/S Code 25111802 Recreational motorboats Mako Trailer	
19	C/S Code 25111802 Recreational motorboats Tahoe Trailer	
Shoal Runner		
20	C/S Code 25111802 Recreational motorboats Shoal Runner Boat	
21	C/S Code 25111802 Recreational motorboats Shoal Runner Trailer	
Gator		
22	C/S Code 25111802 Recreational motorboats Gator Boat	
23	C/S Code 25111802 Recreational motorboats Gator Trailer	

<u>Line Item</u>	<u>Boat and Boat Trailer Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
Contender		
24	C/S Code 25111802 Recreational motorboats Contender Boat	
25	C/S Code 25111802 Recreational motorboats Contender Trailer	
Charger		
26	C/S Code 25111802 Recreational motorboats Charger Boat	✓
27	C/S Code 25111802 Recreational motorboats Charger Trailer	✓
Chaparrel		
28	C/S Code 25111802 Recreational motorboats Chaparrel Boat	
29	C/S Code 25111802 Recreational motorboats Chaparrel r Trailer	
Scout		
30	C/S Code 25111802 Recreational motorboats Scout Boat	
31	C/S Code 25111802 Recreational motorboats Scout Trailer	

<u>Line Item</u>	<u>Boat and Boat Trailer Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
Defender		
32	C/S Code 25111802 Recreational motorboats Defender Boat	
33	C/S Code 25111802 Recreational motorboats Defender Trailer	
Inmar		
34	C/S Code 25111802 Recreational motorboats Inmar Boat	
35	C/S Code 25111802 Recreational motorboats Inmar Trailer	
Gatortail		
36	C/S Code 25111802 Recreational motorboats Gatortail Boat	
37	C/S Code 25111802 Recreational motorboats Gatortail Trailer	
38	C/S Code 25111802 Recreational motorboats Gravois Aluminum Boats (DBA Metal Shark)	
39	C/S Code 25111802 Recreational motorboats Gravois Aluminum Trailer (DBA Metal Shark)	

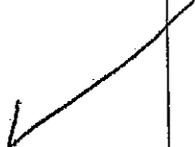
<u>Line Item</u>	<u>Boat and Boat Trailer Miscellaneous Brands</u>	<u>Vendor's must check mark each brand they choose to propose:</u>
40	<p>C/S Code 25111802 Recreational motorboats Miscellaneous boat brands and boat trailer brands (not otherwise specified herein.) Pricing must be requested and evaluated as indicated in sections 2.3 and 2.4 in order to be processed as a contract order.</p> <p>Vendor should list other brands that can be provided: <u>Flagship Pontoons</u> <u>Hawrite Boat Trailers</u> <u>Suzuki Outboards</u></p>	
41	<p>C/S Code 25111802 Recreational motorboats Miscellaneous accessories relative to the brands specified herein or other miscellaneous brands purchased utilizing line item 40.</p>	
42	<p>C/S Code 25111802 Recreational motorboats Mercury Motors and Rigging</p>	

EXHIBIT B
MISCELLANEOUS INFORMATION

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:

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:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

Charter Number (if applicable) 00296189	Company Name LSKebanon, Inc
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Federal 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> to be assigned an 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 LSKebanon, Inc	Vendor's Unique Identity ID Number [REDACTED]
Parent Organization's Name	Parent Organizations Unique Identity ID Number

Proposed Subcontractors - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT C, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that LSK (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.

Cindy Moore
Authorized Representative's Name (Please Print)

Cindy Moore
Authorized Representative's Signature

LSK Lebanon, Inc
Company Name

3/3/23
Date

2. SCOPE OF WORK

This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment.

2.1 General Requirements:

- 2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for boats and boat trailers for various state agencies throughout the State of Missouri. The contractor shall understand and agree that the purpose of the contract is to obtain a supply of boats and boat trailers on an as needed, when needed basis and the contractor shall conduct all contract responsibilities consistent with this purpose.
- 2.1.2 The contractor must provide the boats and boat trailers for the brands they've indicated in their RFP response and were awarded as a result of soliciting RFPC30034902302078. Brand substitutions will not be acceptable.
- 2.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide boats and boat trailers 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.
- 2.1.4 For the purposes of the contract, the terms "vendor" and "contractor" shall be interpreted to mean the same.
- 2.1.5 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.

2.2 Qualified Vendor List Utilization and Requirements:

- 2.2.1 In order to mitigate the state agency's risk of inadequate supply of boats and boat trailers, the awarded QVL contractors shall serve as the primary market supply channel for various state agencies throughout the State of Missouri for boats and boat trailers in accordance with the provisions and requirements stated herein.
- a. The QVL contractor must only quote and supply those specifically awarded brands that have been approved by the Division of Purchasing's Notice of Contract Award or by a properly executed contract amendment, issued by the Division of Purchasing.
- 2.2.2 If the QVL contractor is later able to source other brands from the RFP that they did not originally bid, the QVL contractor may request to be added as a supplier of the additional brand by submitting a written request to the Division of Purchasing. If the request is approved by the state agency and the Division of Purchasing, a formal contract amendment will be issued by the Division of Purchasing in order to authorize the QVL contractor to quote and supply additional brands in addition to those brands originally accepted at time of contract award.
- 2.2.3 Likewise, as the QVL contractor determines that their ability to source a brand they originally bid has significantly decreased, QVL contractors may request to be removed from that brand by submitting a written request to the Division of Purchasing. If the request is approved by the state agency and the Division of Purchasing, a formal contract amendment will be issued by the Division of Purchasing in order to remove

the QVL contractor's authorization and obligation to quote and supply the brand from the list of those originally accepted at time of contract award.

2.3 Quote Request Requirements:

- 2.3.1 Throughout the contract period and as a state agency has needs for boats and boat trailers that fall within the brands specified in the RFP, the state agency will contact the applicable QVL contractors to obtain firm, fixed price quotes for the boats and boat trailers the state agency desires to purchase at that time. The state agency will evaluate the quotes received and issue purchase orders based on which QVL contractor is determined as the lowest price quote for each boat and boat trailer using the criteria listed in section 2.4.
- a. The QVL contractor shall only be authorized to quote on boats and boat trailers in a quote request that falls within the brands for which their Notice of Award indicated acceptance.
 - b. The state agency may award the quote request by item unless otherwise specified in the quote request.
- 2.3.2 The QVL contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes for products under the contract.
- 2.3.3 The QVL contractors who were awarded specific brands (for which the state agency is needing quotes) will be contacted by the state agency via email with the line item(s) (which represent the brands) and the quantities needed for that specific purchase. The QVL contractor shall provide pricing for the requested item(s) by the deadline specified by the state agency in order for the QVL contractor's quoted firm, fixed price to be considered. If awarded the quote, the firm, fixed price quoted for the specific purchase shall be contractually binding with the QVL contractor for that specific order placement and fulfillment.
- a. **Pricing:** The QVL contractors shall price the specific item(s) based on the requested firm quantity, unit of measure, delivery, and any additional specifications identified in the quote request. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 1) All pricing shall include all packing, handling, 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.
 - b. 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 to complete and return **Attachment 1, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance**. This document must be thoroughly completed for each price quote.
- 2.3.4 The State of Missouri reserves the right to cancel the contract of a QVL contractor who consistently fails to respond to a state agency's requests for quotes, responds to the state agency's request for quotes but withdraws their pricing prior to an order being placed, or fails to provide product at the price provided in the quote.
- 2.3.5 The QVL contractor shall understand that each quote response submitted shall be considered an open record unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The QVL contractor should **NOT** include confidential material with their quote response.
- ### 2.4 Quote Request Evaluation:
- 2.4.1 The quote shall be awarded to lowest and best QVL contractor defined herein as the specification-compliant QVL contractor who scores the highest number of evaluation points considering:
- a. Cost, including the Missouri Domestic Products Procurement Act preference,

- b. 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.

2.4.2 Evaluation of Cost – For each item quoted, the state agency shall determine the lowest priced QVL contractor per line item by performing a cost evaluation in the following manner:

- 1) The firm, fixed unit price submitted for each item shall be multiplied by the respective requested firm quantity stated in the request for quote to determine the total cost per item plus any application of the Domestic Product Act (Buy American) Preference as detailed below.

- a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the 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 QVL contractor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a purchase order.
- 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 solicitation.

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

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

- 3) For those QVL contractors awarded bonus preference points during the evaluation of RFPC3003492302078, such bonus preference points shall be added to the QVL contractor's cost evaluation points. The QVL contractor that meets the state agency's minimum with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best QVL contractor.

- 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.
- 2.4.3 **Determination of Specification Compliance:** Upon determination of the highest scoring vendor considering cost (as explained above) and the addition of preference points for Organization for the Blind/Sheltered Workshop participation and Missouri Service Disabled Veteran Enterprise participation earned in the QVL contractor's awarded proposal, the state agency shall determine whether such quote response meets the minimum requirements as stated in the RFP portion of the contract and the state agency's individual request for quote. In making the specification compliance determination, the state reserves the right to consider the QVL contractor's quote response, any product sheets, and to request and consider samples.
- 2.4.4 The state agency will document their evaluation justification regarding their award determination of the "lowest and best" quote at the time the quote is awarded.
- 2.4.5 The state agency will inform all responding QVL contractors of the outcome of the award. Award of the quote, 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.
- 2.5 Purchase Order Requirements by State Agency:**
- 2.5.1 The state agency should purchase the items specified in the awarded price quote from the awarded QVL contractor (as determined by section 2.4).
- a. If the QVL contractor cannot provide the awarded items in the price quote, 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 cannot fulfill the price quote awarded then, the state agency reserves the right to use the next highest scoring QVL contractor (as determined in accordance with section 2.4). The state agency must get prior approval from the Division of Purchasing before using the next highest scoring QVL contractor.
- 2.5.2 Orders for any awarded item(s) not delivered by the delivery date stated in the request for quote may be cancelled at no cost to the State of Missouri. The state reserves the right to purchase such item(s) elsewhere if deemed necessary. Any additional costs incurred by the state as a result of the QVL contractor's failure to deliver may be the responsibility of the QVL contractor.
- 2.5.3 Due to fluctuating needs, the State of Missouri reserves the right to change the required quantity of the items specified herein or to cancel such item(s) in its entirety if necessary. In the event of such a change and/or cancellation of an item(s), the QVL contractor will be notified.
- 2.6 General Requirements:**
- 2.6.1 **Substitutions:** The QVL contractor shall not substitute any item(s) that has been awarded to the QVL contractor during the quote process without the prior written approval of the state agency. In addition, contractors shall not substitute a brand for a brand. However, contractors may offer a product of the same brand of similar product, style, price, etc. In the event it has been determined that another brand would be the only feasible resource, the state agency must reissue the request for quote to all contractors that have been awarded the feasible brand.