MISSOURI COURT OF APPEALS
WESTERN DISTRICT

METRC, LLC

APPELLANT,

v.

SARAH STEELMAN, ET AL., AND BIO-TECH MEDICAL SOFTWARE, INC.

RESPONDENTS.

DOCKET NUMBER WD83565

DATE: January 26, 2021

Appeal From:

Cole County Circuit Court
The Honorable Daniel R. Green, Judge

Appellate Judges:

Division Four: Cynthia L. Martin, Chief Judge, Presiding, Alok Ahuja, Judge and Mark D. Pfeiffer, Judge

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Attorneys:

Lowell D. Pearson, Jefferson City, MO, for appellant.

Craig H. Jacobs, Jefferson City, MO, for respondents Steelman, et al.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

METRC, LLC, APPELLANT,
v.
SARAH STEELMAN, ET AL., AND BIO-TECH MEDICAL SOFTWARE, INC., RESPONDENTS.

WD83565 Cole County

Before Division Four Judges: Cynthia L. Martin, Chief Judge, Presiding, Alok Ahuja, Judge, and Mark D. Pfeiffer, Judge

Metrc LLC appeals from the trial court's judgment in favor of the Division of Purchasing and Materials Management, the Division of Purchasing and Materials Management's Director, the Office of Administration, the Office of Administration's Commissioner, and Bio-Tech Medical Software, Inc. d/b/a BioTrackTHC. Metrc argues that the trial court committed legal error when it concluded that the language of Metrc's contract to provide the State of Missouri with a medical marijuana seed-to-sale tracking solution was unambiguous, and did not permit Metrc to charge the State or industry participants for proprietary Radio Frequency Identification ("RFID") tags over and above the firm, fixed price for the seed-to-sale tracking solution set forth in the contract.

AFFIRMED.

Division Four holds:

1) The contract as a whole required vendors to include in their firm, fixed prices set forth in Exhibit A of their BAFO responses every amount the vendor would be paid from any source in order to provide the vendor's seed-to-sale tracking solution so that it could be used by state and industry participants. Metrc's provision of proprietary RFID tags to the State and to industry participants was a necessary component of Metrc's seed-to-sale-tracking solution, and thus, Metrc was required to include the amount it expected to be paid for the tags, from any source, in Exhibit A of its BAFO response.

2) The trial court did not err in concluding that the unambiguous language of the contract did not permit Metrc to charge the State or industry participants for proprietary RFID tags beyond the firm, fixed price for its seed-to-sale tracking solution in Exhibit A of its BAFO response.

3) The trial court did not err in concluding that 19 C.S.R. 30-95.025 is irrelevant to interpreting the contract as it was enacted after the contract was entered into, and since the contract was not ambiguous.

Opinion by: Cynthia L. Martin, Judge January 26, 2021

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