



**KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

A Partnership of:  
Mo-Kan Council of Public PProcurement  
and  
Mid-America Regional Council  
and  
Local Governments  
Acting as the lead agency, offers the following

**INVITATION FOR BID**

The Kansas City Regional Purchasing Cooperative (MARC/KCRPC) will accept separate sealed bids from qualified persons or firms interested in providing the following, in accordance with the attached specifications:

**YEARLY CONTRACT FOR WATER & WASTE WATER CHEMICALS**

**BID NO. 111**

**Issued Mar. 15, 2024**

BIDS MUST BE RECEIVED BY: 4/5/24 1:00 p.m. Local Time (Late bids will not be accepted for any reason)  
BIDS WILL BE OPENED AT: 4/5/24 1:00 p.m. Local Time,  
RETURN BIDS TO: Program Coordinator by electronic mail only – rita.parker@kcrpc.com  
SUBJECT LINE: Bid 111 - Opens 4/5/24 – Bidder/Company Name

CLARIFICATIONS: Requests for clarification will not be accepted after 3:00 p.m. on 3/25/24  
Submit in writing to rita.parker@kcrpc.com

NOTICE OF AWARD: Expect to announce by 4/30/24

CONTRACT PERIOD: July 1, 2024 to June 30, 2026 (with option to renew for three (3) additional one-year periods and subject to adjustment based on award date)

MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

If Bidders receive this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.

It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents.

Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals, or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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## **LEGAL ADVERTISEMENT**

MARC/KCRPC is seeking bids for water and waste water chemicals on behalf of participating agencies. Bid #111 due by 4/5/24 1PM CST. Documents are available at [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com) or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published:	Kansas City Star	3/15/24
	The Call	3/15/24
	Kansas City Hispanic News	3/14/24
	<a href="http://www.marc.org">www.marc.org</a>	3/15/24
	<a href="http://demandstar.com">demandstar.com</a>	3/15/24

SCOPE: MARC/KCRPC will accept bids from qualified persons or firms interested in providing various water and waste water chemicals, as a yearly contract for area participating governmental entities (Participants) in the Greater Metropolitan area in Kansas and/or Missouri. Estimated quantities specified herein, and are based on annual usage, and will be for evaluation purposes only. No guarantee is made regarding specific quantities to be ordered under this contract. The contract will initially be for a two-year period, with the option to renew for three (3) additional one-year periods. The contract includes an "escalation/de-escalation clause" appropriate for the chemical industry. The quoted pricing shall be firm for first six (6) month period, based on F.O.B. destination, inside delivery and inclusion of the Administrative Fee. No fuel surcharges shall be allowed. Quoted pricing shall be based on "best available" pricing for this region.

Section 5.0, Excel pricing sheet and appendices MUST be completed and submitted by electronic mail to the Program Coordinator by date and time stated on cover page, including any addendums. The pricing sheet must be provided in Excel format and Section 5.0 provided in PDF format.

## **SECTION 1.0     INTRODUCTION**

- 1.1     DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.
- 1.1.1     "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MOKANCPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
  - 1.1.2     "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
  - 1.1.3     "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency, or Non-Profit corporation performing governmental functions, and located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4     "MoKanCPP" refers to the MoKan Council of Public Procurement.
  - 1.1.5     "MARC" refers to the Mid-America Regional Council
  - 1.1.6     "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.7     "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect, and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
  - 1.1.8     "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.9     "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
  - 1.1.10     "Administrative Fee" refers to the one and one-half percent fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11     The "specifications" include Section 4 and Appendix A.
  - 1.1.12     A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
  - 1.1.13     The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
  - 1.1.14     The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - 1.1.15     The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

## 1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving a nine-county region, and MoKan Council of Public Procurement (MoKanCPP), a regional organization of public sector purchasing professionals and a local chapter of The Institute of Governmental Procurement (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MoKanCPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction of costs of goods and services by obtaining more responsive prices.

The Manager's Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC will remain self-supporting by charging a one and one-half percent Administrative Fee, based on gross sales on each contract, which is consistent with other national cooperative purchasing program administrative fees. **Bidders shall include the Administrative Fee in their unit bid pricing.**

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

## 1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the below Participants. Additional Participants may be added under addendums, or by a contract modification with mutual agreement if the bidder allows for cooperative purchasing.

- 1 Johnson County, Kansas
- 2 City of Independence, Missouri

\*\*\*End of Section 1.0\*\*\*

## SECTION 2.0 SPECIFIC REQUIREMENTS

- 2.1 PREPARATION OF BIDS.
  - 2.1.2 Bidders are expected to examine any specifications, schedules, and instructions. Failure to do so will be at the bidder's risk.
  - 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
  - 2.1.4 The unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
  - 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
  - 2.1.6 The bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - 2.1.9 The prices quoted are to be firm and final.
  - 2.1.10 In submitting bids, the bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.2 CONTRACT PERIOD
  - 2.2.1 This invitation to bid is for a yearly contract for a two-year initial contract period, with the option to renew for three (3) additional one-year renewal periods.
  - 2.2.2 The contract includes an escalation/de-escalation clause appropriate to the chemical industry, as described in paragraph 2.17 Escalation/De-Escalation Clause. Pricing will be guaranteed **for six (6) months** thereafter on a quarterly basis, per the requirements of paragraph 2.17.
  - 2.2.3 The option to renew shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) and Producer Price Index (PPI) for the Kansas City area, without the approval of the Program Coordinator and the Participants.
- 2.3 SUBMISSION & ACCEPTANCE OF BIDS
  - 2.3.1 Failure to follow these procedures is cause for rejection of bid.
  - 2.3.2 **Section 5.0, Excel pricing sheet and appendices MUST be completed and submitted electronically by e-mail to Program Coordinator by date and time stated on cover page, including any addendums. The Appendix A pricing sheet must be provided in Excel format, and remaining Section 5.0 and appendices in PDF format.** Bidders shall retain a copy of their records. Bidders must confirm receipt of submittal with Program Coordinator, documents were received prior to bid date and time in the event spam programs block submissions.
  - 2.3.3 Telegraphic or faxed bids may not be considered unless authorized by the invitation.
  - 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
  - 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
  - 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
  - 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

- 2.4 EXPLANATION TO BIDDERS (CLARIFICATIONS)  
Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven calendar days before the deadline for submission of bids. An oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 2.5 ACKNOWLEDGMENT OF ADDENDUM TO INVITATION  
Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids or returned with the bid and received prior to closing time and date.
- 2.6 LATE BIDS & MODIFICATIONS  
It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.
- 2.7 DISCOUNTS & BID EVALUATION  
Discounts offered for prompt (early) payment will be considered in the bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e. Visa, Mastercard, etc.).
- 2.8 TAX-EXEMPT  
It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible for obtaining verification of exemption from payment of taxes from each Participant, and from any Non-Participant, and is responsible to bill taxes if required.
- 2.9 MATERIAL AVAILABILITY  
**Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time, Acceptance of such materials that at discretion of MARC/KCRPC and Participants and must be notified and approved in advance of discontinuation, replacement, or non-availability.**
- 2.10 ALTERNATE BIDS  
Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
- 2.11 QUALIFICATIONS OF BIDDERS  
2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.  
2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.
- 2.12 BID OPENING PROCESS – Not Applicable – Electronic submittal only

- 2.13 REQUEST FOR BID TABULATIONS  
Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by electronic mail. Bid tabulations will be available for distribution the next business day following the bid opening and posted on [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) and [www.demandstar.com](http://www.demandstar.com).
- 2.14 SAMPLES - MANUFACTURER'S SPECIFICATION SHEETS – LITERATURE – CERTIFICATIONS – DO NOT SUBMIT WITH BID  
**Bidders will be notified by the Program Coordinator to provide documents within five business days of request.**
- 2.14.1 Bidders must submit manufacturer's specification sheets, including material safety data sheets (MSD sheets), for each brand being bid to be considered for award. Failure to submit MSD sheets will result in rejection of your bid. It is mandatory for a manufacturer, supplier, or distributor to supply an MSD Sheet as required by 29CFR 1910.1200 with the first shipment of hazardous material. At any time, the content of an MSD Sheet is revised, the supplier is also required to provide new information relevant to the specific material.
- 2.14.2 Samples may be requested and examined as a part of the bid evaluation. Any requested samples shall be provided by the Bidder within five (5) business days from the requested date. Samples shall be returned to the Bidder by the Participants, upon request and the Bidder shall make the arrangements for return of the samples, at Bidder's expense.
- 2.14.3 Bidders must submit descriptive literature and supporting documentation for the chemicals bid. Any literature or supporting documents must be cross-referenced to the line-item number from pricing sheet.
- 2.14.4 Certifications: All chemicals, with the exception of ammonia, shall be listed by the National Sanitation Foundation (NSF) or Underwriters Laboratories (UL). Ammonia shall meet the National Research Council Codex for Ammonium Hydroxide. For bidders quoting on Sodium Hypochlorite, the solution must be approved and registered with Environmental Protection Agency (EPA) for use in potable water systems and shall be manufactured in the United States. Bidders must provide a copy of their current EPA registration. See Section 4.0 and Section 5.0 pricing list for further required certifications on other chemicals.
- 2.14.5 Bidders must submit a detailed specification, typical analysis, material certification and MSD sheets for each item bid, and cross-referenced to the line item shown in Section 5.0 Pricing.
- 2.14.6 Bidders must submit an affidavit of the product(s) being bid, complies with the latest applicable requirements of the AWWA standard specified. Failure to submit this information may result in rejection of bid.
- 2.15 QUANTITIES  
Quantities listed herein are only yearly estimates and do not obligate any of the Participants to purchase listed quantities. Purchase orders will be issued by each Participant, on an as needed basis. Participants assume no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Participant's rejection and return at Contractor's expense.
- 2.16 TRANSPORTATION CHARGES  
All terms of delivery or conditions of this order are F.O.B. destination and inside delivery, and the Contractor shall pay all transportation charges. No fuel surcharges will be allowed. *Delivery drivers will not be responsible for transporting the product inside the facilities. Historically, the products are delivered next to a building or a dock.*
- 2.17 ESCALATION/DE-ESCALATION CLAUSE  
In regard to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, **with 30 days notice**, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to the Program Coordinator, and does not exceed the suggested list prices as stated officially by the manufacturer. No requests for increases will be allowed during the initial six-month period of the contract.
- 2.17.1 The Program Coordinator shall distribute the price increase request to the Participants for review.
- 2.17.2 A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of the Program Coordinator and the Participants. The Program Coordinator reserves the right to terminate the Contract rather than accept the price increase and to rebid the Contract.
- 2.17.3 Additionally, it is expected of the Contractor to advise the Program Coordinator of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.
- 2.17.4 Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) and Producer Price Index (PPI) for the Kansas City area, without the approval of the Program Coordinator and the Participants.
- 2.18 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS  
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.

2.19 FORMS

Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.

2.20 COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

2.21 ANTI-TRUST

Submission of a bid constitutes an assignment by the Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

2.22 EQUAL OPPORTUNITY CLAUSE

2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regards to their equal employment practices.

2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on Section 5.0.

Johnson County, Kansas

NON-DISCRIMINATION IN EMPLOYMENT - In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, the Office of Financial Management, Purchasing Division, shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists issued by the division until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

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).

2.23 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

- 2.25 UNIFORM COMMERCIAL CODE  
This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
- 2.26 CONFLICT OF INTEREST  
The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.
- 2.27 INDEMNIFICATION AND INSURANCE  
The Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and hold harmless and indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees, or agents. A Certificate of Insurance shall be provided with the following coverage:
- 2.27.1 Comprehensive General Liability with minimum limit of \$1,000,000 combined single limit for bodily injury and property damage, per occurrence. Minimum \$2,000,000 aggregate.
  - 2.27.2 Comprehensive Automobile Liability with minimum limit of \$1,000,000 combined single limit. MCS-90 endorsement (for hazardous materials only) to meet financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980. No pollution exclusion clause.
  - 2.27.3 Workers Compensation with minimum statutory requirements.
  - 2.27.4 Employers' Liability with minimum of \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.
  - 2.27.5 Cancellation notification within thirty (30) days. MARC and Participants to be named as additional insured on certificate.
  - 2.27.6 Certificate holder shall be shown as: MARC/KCRPC, 600 Broadway Suite 200, Kansas City, Missouri 64105.
- 2.28 SUB-CONTRACTS
- 2.28.1 The Contractor shall not make an agreement with any sub-contractor to perform any work until he has written to the Program Coordinator to determine any disapproval of the use of such sub-contractor.
  - 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - 2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - 2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and MARC/KCRPC and Participants.
- 2.29 INDIVIDUAL REQUIREMENTS  
The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

\*\*\*End of Section 2.0\*\*\*

### **3.0 GENERAL CONDITIONS (AWARD and POST AWARD)**

#### **3.1 AWARD OF CONTRACT**

##### **3.1.1 BASIS OF AWARD.**

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities, and informalities in bids, to disregard all non-conforming or conditional bids or counterproposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

##### **3.1.2 EVALUATION OF BIDS**

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, subcontractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of delivery will also be a factor in the award.
- b) "Or Approved Equal" Clause.  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Program Coordinator and Participants, of equal substance and function. Substitute items may be rejected at the discretion of the Program Coordinator and Participants.
- c) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid is equal or may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

##### **3.1.3 AWARD PROCESS**

- a) The Program Coordinator and the Participants may accept any item or group of items of any bid on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.
- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said Participant will take the individual award recommendation to their governing body for approval and may issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid including requirements related to administrative fees, and quarterly sales reports, will apply to individual Participant contracts generated under this Invitation for Bid.

##### **3.1.4 NOTICE OF AWARD.**

After considering the basis of award and evaluation of bids, the Program Coordinator will, within 90 calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Contractor will have

ten calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

### 3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Contractor at any time and the acceptance by the Program Coordinator and Participants of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

### 3.2 EXECUTION OF AGREEMENT

3.3.1 The Execution of the Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and become the agreement and contract between the parties hereto. Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award.

3.3.2 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC is utilized. The Participant will make the final determination on their existing contracts.

### 3.4 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing contained herein shall excuse the Contractor from proceeding with the contract as changed.

### 3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

### 3.6 COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS/COMPOSITE REPORT

3.6.1 If the bidder agrees to provide products and/or services under this contract, the bidder must indicate on the appendix. If agreed, **the successful bidder shall rebate to MARC/KCRPC, the Administrative Fee, based on each Non-Participant's gross sales for each quarter.**

3.6.2 The successful bidder shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. The Program Coordinator will inform the non-participant of the requirements of the contract. Written or verbal approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases from the contract, by issuance of a contract modification.

3.6.3 Sales will be made in accordance with the prices, terms, and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MoKanCPP, NIGP Chapter affiliate or MARC to use the bid or contract unless they are specifically named in the invitation for bid as a Participant.

### 3.7 COMPOSITE REPORT AND PAYMENTS

3.7.1 The successful bidder(s) shall furnish to MARC/KCRPC:

- a) Payment of the Administrative Fee to MARC/KCRPC, based on gross sales for each quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be payable to: Mid-America Regional Council, and reference KCRPC bid number on each

payment. All payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659.

- b) A composite report of all contract purchases against any and all orders issued against this contract shall be submitted by electronic mail to the Program Coordinator. The report shall include, at a minimum:
  - Ordering entity and designated Participant or Non-Participant, Entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
  - The report shall be totaled for the accumulated dollar amount spent within the particular quarter for each Participant or Non-Participant.
  - Copies of invoices to the ordering entity may be submitted, in lieu of a composite report.
- c) Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of one and one-half percent per month until paid.
- d) Reports and payments of fees under this contract shall be due thirty calendar days after the end of each quarter.

3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1.5 percent per month until paid.

3.7.3 Reports and payments of fees under this contract shall be due 30 calendar days after the end of each quarter.

#### 3.7.4 RIGHT TO AUDIT

The Program Coordinator may compare records provided by Participants with reports submitted by the Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

### 3.8 PURCHASE ORDERS

The Participants and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the contract. Orders may be placed by phone, fax, or electronic mail to the Contractor using purchase order, blanket purchase order or procurement card issued by ordering Participant or Non-Participant. **Government procurement card purchases shall be processed at the time of the order and not be held up and batched with multiple orders. Bidders shall state in Section 5.0 if processing charges will be added to orders.**

### 3.9 FUND ALLOCATION

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders **is contingent upon the available funding and allocation of funds by the Participants.**

### 3.10 DELIVERY REQUIREMENTS – See Section 4.0

### 3.11 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. Rejected materials or supplies shall be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction of other disposal of rejected materials or supplies. Upon failure to remove said materials within ten (10) days after date of notification, the Participant may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or dispose of them as its' own property.

### 3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, the Program Coordinator and Participants **reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages** sustained as a result thereof.

- 3.13 **PACKAGING**  
The Participants will not be liable for any charges for drayage, packing, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.
- 3.14 **CONTRACTOR'S INVOICES**  
Invoices shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. 1000/M, case, box, each). Any invoices received with incorrect units of measure may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.
- 3.15 **ACTS OF GOD**  
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 3.16 **BANKRUPTCY OR INSOLVENCY**  
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.
- 3.17 **GENERAL GUARANTY AND WARRANTY**  
3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.  
3.17.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.
- 3.18 **PATENTS**  
Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
- 3.19 **INSPECTION AND ACCEPTANCE**  
3.19.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had a reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.  
3.19.2 No goods returned as defective shall be replaced without written authorization of the purchasing entity. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.
- 3.20 **INTERPRETATION OF CONTRACTS AND ASSIGNMENTS**  
This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or

duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

3.21 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

3.22 TERMINATION OF CONTRACT

3.22.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.

3.22.2 MARC/KCRPC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.

3.22.3 In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

3.23 LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. For any dispute that may arise out of this Contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the ordering agency is located.

\*\*\*End of Section 3.0\*\*\*

## **4.0 SPECIFICATIONS -**

### **4.1 General Requirements**

#### **Clean-Up and Restoration** (applies to all Participants):

The contractor shall be responsible for the removal of all surplus material and debris occurring from this work. Contractors shall take precautions against damage to public and private property during the course of this work. Should damage occur, by omission or commission, the Contractor shall at its' own expense, restore damaged property to a condition similar to or equal to that existing before damage was done.

#### **Technical Assistance** (applies to all Participants):

The Contractor and/or Manufacturer of chemicals shall furnish technical assistance in establishing optimum dosage rates, if requested by Participants, throughout the duration of the contract.

#### **Deliveries** – (applies to all Participants):

- a. All packaging and shipping must conform to current federal, state, and local regulations.
- b. Delivery tickets/statements shall be provided at the time of delivery to each location.
- c. No substitutions allowed on the specified packaging sizes.
- d. Delivery vehicles of Contractor must be equipped to facilitate unloading of items at various dock heights.
- e. Trucks must have lift gates and be equipped with pallet jacks for the delivery of chemicals in bags.
- f. Delivery times and specific instructions are listed below for each Participants' facility.
- g. All deliveries to each Participant must include the appropriate material safety data sheets for the chemical being delivered.
- h. All deliveries to each Participant may be subject to being weighed on the Participants' scale, or approved public scale, prior to and after deliveries, as may be required by receiving Participant.
- i. Deliveries may include multiple unloading stops per order. No stop charge shall be levied against the Participant for such service. Multiple stops, if any, will be noted at time of order.
- j. Delivery locations are current as of 2024. Additional locations may be added or changed, if needed, under a contract modification issued by MARC/KCRPC.

### **4.2 Deliveries – City of Independence, MO**

Deliveries must be made in trucks equipped with Pneumatick Blower, minimum 7 PSI and a maximum of 14 PSI. Trucks must also be equipped with a minimum of fifty feet (50') of hose. Deliveries will be accepted only during the regular business hours of Monday through Friday, 8:00 a.m. to 3:00 p.m., CST. Contractors must contact water plant personnel prior to each delivery and provide the identity of the driver and truck number. Failure to provide this information prior to any delivery may result in cancellation of the delivery at no cost or penalty to the City. Delivery drivers must follow posted unloading instructions at each delivery site. Deliveries of phosphate must be equipped with a lift gate and a pallet jack for unloading. Lead (washers) gaskets must be supplied at no charge for each cylinder delivered.

Water Pollution Control	9600 E Norledge	Independence, Mo. 64053
Water Department	M-291 Highway & Cement City Rd.	Sugar Creek, Mo. 64058

### **4.3 Deliveries – Johnson County, KS**

Deliveries shall be made within three (3) working days on orders for stock, and within twenty-four (24) hours for emergency orders. Emergency orders will be designated at the time of ordering. Deliveries shall be made between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise mutually agreed upon by the County and Contractor. No deliveries will be accepted on Saturday, Sunday, or County holidays. There may be other stations added as needed, with mutual agreement, issued under a contract modification. The County may require more than one unloading stop per order. No stop charge shall be levied against the County for such service.

Cylinders: Damage to County owned equipment, attributable to Contractor supplied contaminated chemicals and cylinders shall be immediately repaired by County personnel. The County shall then bill the Contractor for such repairs and the Contractor agrees to pay said bills.

Facility:	Address:	Storage Capabilities:
Belinder Pump Station	5700 Belinder, Fairway, KS 66208	<ul style="list-style-type: none"> <li>One (1) 4,100-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 2,300-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 3,000-gallon tank Bioxide</li> </ul>
Blue River Plant	2523 W. 151 <sup>st</sup> Street, Overland Park, KS	<ul style="list-style-type: none"> <li>Two (2) 1,750-gallon tanks</li> <li>Sodium hypochlorite (bulk deliveries)</li> </ul>
Dykes Branch	3535 Somerset, Prairie Village, KS	<ul style="list-style-type: none"> <li>Two (2) 2,500-gallon tanks</li> <li>Sodium hypochlorite (bulk deliveries)</li> </ul>
55 <sup>th</sup> Street	14500 W 55 <sup>th</sup> Street, Shawnee KS 66216	<ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Bioxide</li> </ul>
55 <sup>th</sup> Street Pumping Station	5425 Alden, Shawnee KS	<ul style="list-style-type: none"> <li>Ferrous Chloride (55-gallon drum deliveries)</li> </ul>
Holding Station	75 <sup>th</sup> Street and Nall Ave.; Overland Park, KS	<ul style="list-style-type: none"> <li>Four (4) 2,500-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium Bisulfite (bulk liquid deliveries)</li> </ul>
Middle Basin Plant	10001 College Blvd; Overland Park, KS, 66210	<ul style="list-style-type: none"> <li>One (1) 6,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Seven (7) 3,400-gallon tanks Sodium hypochlorite (bulk deliveries)</li> </ul>
Martway Holding Station	5395 Martway; Mission, KS	<ul style="list-style-type: none"> <li>Four (4) 2,400-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 1,100-gallon tanks Bioxide</li> <li>Sodium Bisulfite (bulk liquid deliveries)</li> </ul>
Mission Main Plant	4800 Nall, Mission, KS 66202	<ul style="list-style-type: none"> <li>Sodium hypochlorite (55-Gallon Drum Containers)</li> </ul>
Nelson Complex	4800 Nall Ave, Mission, KS 66202	<ul style="list-style-type: none"> <li>One (1) 3,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 2,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 400-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 1,650-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium hypochlorite totes (250-gallon and 350- gallon)</li> <li>Ferrous Chloride (bulk liquid deliveries)</li> <li>Caustic Soda (bulk liquid deliveries)</li> <li>Caustic Soda (55-gallon drums)</li> <li>Caustic Soda totes (250-gallon and 350-gallon)</li> <li>Sodium Bisulfite totes (250-gallon and 350-gallon)</li> </ul>
New Century Air Center	50 Leawood Drive; Gardner, KS	<ul style="list-style-type: none"> <li>Sodium hypochlorite (55-Gallon Drum Containers)</li> <li>Phosphoric Acid (700 LB/55-Gallon Drum Containers)</li> <li>Sodium Nitrate (50 LB bags)</li> <li>Aluminum sulfate solution (Bulk liquid deliveries/gallons) *approximately 1600 gallons/18,000 lbs per delivery*</li> </ul>
Shawnee Mission Park (Theater)	79 <sup>th</sup> & Renner, Shawnee, KS 66216	<ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Bioxide</li> </ul>

Facility:	Address:	Storage Capabilities:
Tooley Creek Pump Station	5425 Alden; Kansas City, KS	<ul style="list-style-type: none"> <li>One (1) 2,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> </ul>
Tomahawk Creek Plant	10801 Mission Rd., Leawood KS	<ul style="list-style-type: none"> <li>Sodium Metabisulfite 50 LB bags</li> <li>Caustic Soda (bulk liquid deliveries)</li> <li>Caustic Soda totes (250-gallon and 350-gallon)</li> <li>One (1) 1,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 4,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 2,500-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium hypochlorite totes (250-gallon and 350-gallon)</li> </ul>
Turkey Creek Plant	4800 Nall, Mission, KS	<ul style="list-style-type: none"> <li>Sodium hypochlorite (55-gallon drum)</li> </ul>
Turkey Creek Pump Station	6700 Foxridge, Mission, KS	<ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Ferrous Chloride (bulk liquid deliveries)</li> </ul>

#### 4.4 SPECIFICATIONS FOR BIOXIDE- Odor Control

4.4.1 The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal. The material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures. The material shall be fully compatible with storage and feed equipment constructed of any of the following:

- High Density Crosslinked Polyethylene
- PVC
- Polypropylene
- FRP
- Stainless Steel (316)

4.4.2 Process Description - The material supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The material shall provide nitrate-oxygen to the wastewater to support this biochemical mechanism. This nitrate-oxygen shall be applied via a calcium nitrate salt solution. The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

4.4.3 The supplier shall:

- provide feed rate optimization services and feed system troubleshooting services upon the County's request. The supplier shall have the capability of providing and programming PLC based advanced dosing feed systems. The supplier shall also be able to provide a Web site for monitoring and control of the feed sites. Provide documentation and/or cut sheets documenting supplier's availability of this technology.
- have at least three distribution centers from which product can be shipped. The addresses of these facilities must be provided with the bid. One of the distribution centers must be within 125 miles of the County's systems.
- be capable of manufacturing and providing complete storage and feed systems for the material. These systems shall include storage tanks, feed pumps, and control panels. The supplier shall be an Underwriters Laboratories Listed manufacturer of Enclosed Industrial Control Panels. If during the course of this contract, the County requires additional feed locations, the supplier shall provide survey services to identify the problem and shall provide recommendations for correcting the problem.
- indemnify and hold harmless the Owner (Purchaser) and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

4.4.4 Substitutions - The material shall be provided in strict compliance with these specifications. Any bid for a material with deviations from these specifications shall be considered non-responsive and shall not be considered.

4.4.5 Technical Requirements:

- a) The material supplied shall be an aqueous solution of calcium nitrate double salt containing a minimum of 3.5 pounds of nitrate-oxygen per gallon and having a minimum specific gravity of 1.42.
- b) The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.
- c) The material shall be free of any objectionable odor-producing compounds.
- d) The pH of the material shall not be less than 4.0 nor greater than 9.0.
- e) The Crystallization point of the material shall be less than – 20 degrees F. A crystallization chart shall be provided with the bid. This chart shall be on the letterhead of the manufacturer of the product.
- f) Product shall be manufactured in a facility that complies with the following:
  - ISO 9001 – Quality Management System
  - ISO 14001 – Environmental Management System
  - ISO 18001 – Health and Safety Management SystemProof of compliance with the above standards shall be provided with the bid

4.4.6 Safety Requirements:

- a) The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
- b) The material shall be exempt from Federal DOT placard requirements.
- c) Recommended handling procedures for the material shall require protective gloves and safety glasses only. Any material recommending more sophisticated equipment (i.e., face shield, body suit, etc.) during routine handling shall not be considered.

4.4.7 Delivery:

The material shall be delivered by tanker trucks. The supplier must also be able to make deliveries in smaller straight trucks. Access to some sites may be limited and deliveries via tractor-trailer type trucks may not be possible. The supplier shall be responsible for the safe, clean delivery of the material into the Owner's storage tanks. The supplier shall be responsible for any damage to the Owner's storage tank and feed system that is directly attributable to product quality or improper delivery practices. The supplier shall provide prompt clean-up of any spills made during delivery. The supplier shall be responsible for the proper labeling of storage tanks in compliance with local, state, and federal requirements. The supplier shall not deliver the material into any tank or vessel which is not properly labeled.

4.4.8 Pricing

The supplier shall provide pricing in terms of price per gallon of solution delivered. The minimum nitrate-oxygen content and specific gravity of the solution must be provided and must be expressed as pounds nitrate-oxygen per gallon of solution. All charges, including freight, optimization services, etc. shall be included in the per gallon bid price. The price shall be valid for delivery quantities of 2,400 gallons or more per shipment. In some cases, it will be necessary to split deliveries between two or more locations. The vendor will provide this service at no additional cost to the County. Any charge for multiple stops shall be included in the per-gallon bid price.

#### 4.4.9 Johnson County Waste Water Odor Control Feed Sites

The contractor is required to **provide the storage tanks and feed equipment** at each location where it is designated “yes” for “Supplier Provided Equipment”. The equipment must also be included in Section 5.4 as “Available Equipment”. It is not necessary to list equipment per location in Section 5.4.

The site delivery access designated as “straight” require the use of a single platform straight tanker truck. The site delivery access designated as “tanker” allows for semi tractor-trailer deliveries.

Feed Site Name	Storage Tank(s)	Feed Equipment	Supplier Provided Equipment	Delivery Access
Belinder Pump Station	2 – 1650-gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Tanker (3700 Gallons)
Martway Pump Station	2 – 1650-gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	No	Tanker (3700 Gallons)
75th & Nall Feed Station	2 – 3300-gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Tanker (3700 Gallons)
Dykes Branch Feed Station	1 – 1650 Gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Tanker (3700 Gallons)
Cedar Creek #3 Pump Station	1 – 4400-gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Tanker (3700 Gallons)
Mill Creek #3 Pump Station	1 - 1650 Gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Straight (1500 Gallons)
Hayes Creek #3 Pump Station	1 - 4400 Gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Straight (1500 Gallons)
Shawnee Mission Theater	1 - 1650 Gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Straight (1500 Gallons)
Lone Elm Pump Station	1 - 4400 Gallon Double Wall	PLC based, Internet access controllable system with 2 Peristaltic pumps	Yes	Tanker (3700 Gallons)
East Gardner Feed Station	1 - 3000 Gallon Double Wall Underground	PLC based, Internet access controllable system with 2 Peristaltic pumps	No	Straight (1500 Gallons)
West Gardner Feed Station	1- 3000 Gallon Double Wall Underground	PLC based, Internet access controlable system with 2 Peristaltic pumps	No	Straight (1500 Gallons)
Blue River 14 Pump Station	1 - 1650 Double Wall	PLC based, Internet access controlable system with 2 Peristaltic pumps	Yes	Straight (1500 Gallons)

\*\*\*END OF SECTION 4.0\*\*\*

**5.0 PRICING and SUBMITTAL SECTION -**

Bidders must complete this section, and appendices, in their entirety and return as instructed on the cover page. All pricing quoted shall include delivery and administrative fees. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail.

• Total bid (carried over from Excel Price List)		\$
• Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?	Yes or No If yes, state terms	State ____% Net ____ days
• Do you accept government procurement cards (Visa, Mastercard) for payment?		Yes or No
• Are processing charges added to government procurement cards?	Yes or No	State ____%
• Appendices and addendums (if issued) completed, signed & included with bid?		Yes or No
• Do you offer an "off shelf" discount for similar products/services within scope of work, or a standard price list for other chemicals you provide?	Yes or No	State discount ____% and attach price sheet.
• Delivery time: F.O.B. Destination and Inside Delivery Requirement - (will be used for evaluation) Johnson County KS – 3 Days requirement Independence MO – 2 days requirement (liquid caustic soda, 42-degree Baume Nitric acid carboys. All other chemicals within 3 days.		
• Delivery time: Emergency orders Johnson County – 24 hours required Independence – 24 hours required		
• State ability to meet all delivery requirements of Participants (attach separate sheet if necessary)		
• State schedule of alternate delivery days for holidays:		
• Are there any exceptions or additions to the specifications? If "yes", attach a separate sheet detailing the exceptions or additions. Any details provided must be cross referenced to the appropriate line-item number of pricing list.	Yes or No	

**5.1 REFERENCES:**

Contact Name	Company	City/State	Telephone Number
a.			
b.			
c.			

**5.2 KEY PERSONNEL:** List staff members that will be responsible for all work (contract management) performed under this contract: (attach separate sheet if necessary).

Name	Job Title:	Responsibility:	Experience
a.			
b.			
c.			

**5.3 SUBCONTRACTORS:** Bidders must include information and references for any subcontractors to be used for this work, if applicable.

Company Name/Address:	Work to be performed:	References: Company name	Name & Phone No.
a.			
b.			
c.			

**5.4 AVAILABLE EQUIPMENT:** Available equipment means equipment to be used for work specified in bid (that is in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment).

a.		d.
b.		e.
c.		f.

**5.5 STATEMENT OF OFFER: Bidder to check (a) or (b), and (c) and (d) if Bidder agrees to statement, and sign.**

a. ☐ Bidder does not make an offer in response to this invitation.

**or**

b. ☐ Statement Of Firm Offer –

Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in the bid invitation.

**5.6 BIDDER'S CHECKLIST: DO NOT FAX BID OR ANY ADDENDUMS – SUBMIT by ELECTRONIC MAIL ONLY**

<b>Acknowledge</b> Addendums, if any, by signing and returning with bid.	<input type="checkbox"/>
<b>Complete Section 5.0, and appendices</b> in their entirety and complete section below. Per paragraph 2.1.3 "The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished."	<input type="checkbox"/>
<b>Confirm</b> if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at <a href="http://www.marc.org">www.marc.org</a> or <a href="http://www.demandstar.com">www.demandstar.com</a> .	<input type="checkbox"/>
The bidder <b>acknowledges and agrees</b> to the administrative fee reporting requirements of this bid.	<input type="checkbox"/>

By:

\_\_\_\_\_  
Bidder's (Company) Name

\_\_\_\_\_  
Phone No

\_\_\_\_\_  
Print name of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
E-Mail Address

## Water and Waste Water Chemicals - Appendix A



BIDDER:

Item #	Description	Agency	Department	Unit of Measure	Est. Qty	Unit Price:	Total Price:	MOQ	Percentage Bidding:
1	ALUMINUM SULFATE (Alum) 45 - 55% solution. .	JOCO	JOCO New Century Airport WWTP - takes approximately 1,600 gallons per delivery (18,000 LB per delivery)	GALLONS (bulk)	10,000		\$0.00		____%
2	BIOXIDE Odor control	JOCO	JOCO JCW (Deliveries of 2400 gallons or more, per shipment and delivered may include two or more locations).	GALLONS (bulk)	330,000		\$0.00		
3	CAUSTIC SODA, 25% Solution	JOCO	JOCO Tomahawk	GALLONS (bulk)	10,000		\$0.00		____%
4	CAUSTIC SODA, 45-50% solution, 55 gallon drums	JOCO	JOCO Blue River, Nelson Complex	DRUMS (55 gal)	60		\$0.00		____%
5	CAUSTIC SODA, 45-50% Solution, bulk liquid	JOCO	JOCO Middle Basin	GALLONS (bulk)	15,000		\$0.00		____%
6	FERRIC CHLORIDE 37% (37-47%)	JOCO	Tomahawk (165,000), Middle Basin (250,000), Nelson Complex (400,000)	GALLONS (bulk)	815,000		\$0.00		____%
7	FERROUS CHLORIDE - (FeCl2), 18-26% Solution, bulk liquid.	JOCO	JOCO New Century and Blue River WWTP	GALLONS (bulk)	60,000		\$0.00		____%
8	MICRO-C 2000, glycerin based, non-hazardous for denitrification	JOCO	Blue River (112,000), Tomahawk (117,000)	Gallons	230,000		\$0.00		
9	PHOSPHORIC ACID - Percent (%) equivalent H3PO4, minimum 75% Specific gravity @ 6 F/15.5 C minimum 1.574. 55 gallon drum.	JOCO	JOCO New Century WWTP	DRUMS (700 LB)	200		\$0.00		____%
10	SODIUM HYPOCHLORITE Solution, 12.5% (by weight) technical grade.	INDEP and JOCO	INDEP Water & Pollution Control Plant (90,000) and JOCO (550,000 combined est.) Tomahawk (220,000), Nelson Complex (215,000), Middle Basin (50,000), Blue River (35,000), Belinder, Martway, 75th & Nail --- FULL TRUCK LOAD (FTL)	GALLONS (bulk)	640,000		\$0.00		____%
11	SODIUM BISULFITE 35-45% Solution	JOCO	LESS THAN TRUCKLOAD (LTL).	GALLONS (bulk)					
12	SODIUM BISULFITE (NaHSO3), Bulk liquid, 38% - 40% as NaHSO3, by weight. Each shipment to be assayed with assay results delivered with shipment. Johnson County - Delivery to be in 4,000 gallon amounts.	JOCO	JOCO Tomahawk, Middle Basin, Blue River, Nelson	TOTES (330 Gal)	30		\$0.00		____%
13	SODIUM HYDROXIDE, 50% Membrane NSF, Bulk	JOCO	JOCO Tomahawk (130,000) and Nelson (70,000)	LB/NaHSO3 (Bulk)	200,000		\$0.00		____%
14	SODIUM HYPOCHLORITE 10-15% Solution,	JOCO	JOCO Middle Basin	LBS	25,000		\$0.00		
		JOCO	JOCO Tomahawk and Nelson Complex	TOTES (330 Gal)	10		\$0.00		____%



Water and Waste Water Chemicals - Appendix A

BIDDER:

Item #	Description	Agency	Department	Unit of Measure	Est. Qty	Unit Price:	Total Price:	MOQ	Percentage Bidding:
15	SODIUM HYPOCHLORITE 10-15% Solution.	JOCO	JOCO Tomahawk and Nelson Complex	Totes (250 Gal)	10		\$0.00		_____ %
16	UREA AMMONIUM NITRATE (UAN), 100% Solution	JOCO	JOCO New Century WWTP (3,000 gallons delivery)	Gallons/Bulk	10,000		\$0.00		_____ %
17	ANHYDROUS AMMONIA, 150 lb. cylinders meeting ANSI/AWWA B305-15. Contractor shall fill cylinders and re-pack or replace stems on cylinders. Deliver to the Water Department Courtney Bend Plant.	INDEP	INDEP Water Dept.	CYLINDERS (150 LB)	240		\$0.00		
18	CALCIUM HYPOCHLORITE INDUCLOR, 100-lb. fiber drum, granular, 65% available chlorine.	INDEP	INDEP Water & Pollution Control	DRUMS (100 LB)	14		\$0.00		
19	CAUSTIC SODA Beads, 500-lb in 55-gallon drum	INDEP	INDEP Water & Pollution Control	DRUMS (55 gal)	6		\$0.00		
20	CHLORINE, LIQUID, per standard B301-18.	INDEP	INDEP Water Dept	CYLINDERS (1 ton)	144		\$0.00		
21	HYDROCHLORIC ACID, 20 BE. Must meet ANSI/NSF standard #60 for drinking water.	INDEP	INDEP Water Dept.	CARBOYS - 140 LB each	25		\$0.00		
22	LIQUID CAUSTIC SODA, 50% rayon grade.	INDEP	INDEP Water & Pollution Control (bi-annual ordering)	DRUMS (680 LB)	3		\$0.00		
23	SODIUM BISULFITE (NaHSO3), Bulk liquid, 38% - 40% as NaHSO3, by weight. Each shipment to be assayed with assay results delivered with shipment. *Requires minimum 1,000 gallon delivery.	INDEP	INDEP Water & Pollution Control	LB/NaHSO3 (Bulk)	64,000		\$0.00		_____ %
24	SODIUM HEXAMETAPHOSPHATE, 50 lbs granular bag, meeting ANSI/AWWA standard #60 for drinking water. Per specification B502-17 and ANSI/NSF.	INDEP	INDEP Water Dept.	LBS (50 LB bags)	72,000		\$0.00		
25	SODIUM HYPOCHLORITE Solution 10% grade. Must meet ANSI/NSF standard #60 for drinking water	INDEP	INDEP Water Dept.	DRUMS (55 gal)	16		\$0.00		
<b>BID TOTAL:</b>							\$0.00		

**Appendix B**  
**MARC/KCRPC Bid # 111**

**COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS (NON-PARTICIPANTS)**

The successful respondent agrees to provide products and/or services under this contract by checking the appropriate response box in the bid/RFP. Eligible entities will be located within the Greater Kansas City Metropolitan region, and may include:

- Municipalities
- Counties
- State
- Governmental Public Utility
- Non-Profit Hospital, Non-Profit Clinic (medical/dental)
- Educational Institute (school, university, college)
- Special Governmental Agency
- Member of a chapter affiliate of The Institute for Public Procurement (nigp.org) in the region

MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partner will be expected to be responsible for any applicable sales tax.

MARC reserves the right to authorize eligible entities outside of the metropolitan region and allow entities to negotiate appropriate delivery charges.

There shall be no obligation under the contract for any listed entity above, to purchase from the contract, unless they are specifically named as a Participant.

Agree: \_\_\_\_\_ Decline: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C – Ordering, Remittance Contacts**  
**MARC/KCRPC Bid #111**

Ordering:	
Contact Person:	
Phone:	
Fax:	
Email:	
Street:	
City, State, Zip	
Payment terms:	
Remittance:	
Contact Person:	
Phone:	
Fax:	
Email:	
Street:	
City, State, Zip	
Customer service:	
Contact Person:	
Phone:	
Fax:	
Email:	
Company principal contact:	
Contact Person:	
Phone:	
Fax:	
Email:	

**APPENDIX D**  
**MARC/KCRPC**  
**Bid #111**

**BIDDER WARRANTIES**

- A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.
- D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E  
MARC/KCRPC Bid # 111**

**AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the City of \_\_\_\_\_  
(Name of Individual)

\_\_\_\_\_, County of \_\_\_\_\_ State of \_\_\_\_\_

being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Firm Name) and have been  
authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly  
in what Bidder is offering to sell to the PARTICIPANTS pursuant to this Invitation;
3. If Bidder were awarded any contract, job work or service for MARC/KCRPC OR PARTICIPANTS, no officer,  
agent or employee of the city would be financially interested in or receive any benefit from the profit or  
payments of such;
4. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which  
bears upon anyone's response or lack of response to this Invitation.

\_\_\_\_\_ (Firm Name)  
By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)  
\_\_\_\_\_ (Title)

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of \_\_\_\_\_

State of \_\_\_\_\_

(SEAL)

My commission expires: \_\_\_\_\_

**APPENDIX F**  
**MARC/KCRPC Bid # 111**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**  
(Applies to non-Federal funded projects)

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

**Definitions:**

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

---

Print Name of Service-Disabled Veteran

---

Service-Disabled Veteran Business Name

---

Service-Disabled Veteran's Signature

---

Street Address

---

City, State and Zip

5/27/10

**APPENDIX G**  
**MARC/KCRPC Bid # 111**  
**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**  
(Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: \_\_\_\_\_

The bidders' attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products. Bids/Quotations received will be evaluated on the basis of this legislation.

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown within the State of Missouri. Such preference shall be given when quality is equal or better and the delivered price is the same or less.

All bidder's submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS	
State in which incorporated:	
FOR OTHERS:	
State of domicile:	
FOR ALL BIDDERS: List address of Missouri offices or places of business:	

THIS SECTION MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID:

COMPANY/FIRM NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
BY (SIGNATURE):	
BY (PRINT NAME):	
FEDERAL TAX I.D. NUMBER, or use Social Security number:	

5/27/10