



**MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

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

**REQUEST FOR PROPOSAL #113  
FOR PUBLIC SAFETY RADIOS - Project 25 Capable  
Issued: July 1, 2024**

PROPOSALS MUST BE RECEIVED BY: July 19, 2024 1:00 p.m. CST  
(Late proposals may not be accepted)

RETURN PROPOSALS TO: Program Coordinator by electronic email ONLY in PDF and Excel Format

SUBJECT LINE: RFP 113 Closes July 19, 2024 1:00 p.m. and Company name

CONTACT AND CLARIFICATIONS: Submit in writing to Rita Parker, Program Coordinator, MARC/KCRPC  
rita.parker@kcrpc.com

CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 3:00 p.m. on July 10, 2024

NOTICE OF AWARD: Expect to announce by August 1, 2024

CONTRACT PERIOD: Sept. 1, 2024 through Aug. 31, 2026 (with option to renew for three additional one-year periods and subject to adjustment based on award date)

- ◆ MARC/KCRPC reserves the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the entities.
- ◆ If Proposers received this document from sources other than direct mailing or at DemandStar.com, you must notify the Program Coordinator to be added to the DemandStar distribution list to receive addendums, clarifications, or other proposal notices from DemandStar.
- ◆ It is the responsibility of each Proposer, before submitting a proposal, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the 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**

REQUEST FOR PROPOSALS RFP #113

MARC/KCRPC is seeking proposals for interested firms or individuals to provide P-25 capable public safety radios. Proposals due 7/19/24 1:00 p.m. CST. Visit [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com) for documents or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published: Kansas City Star July 5, 2024  
The Call July 5, 2024  
Kansas City Hispanic News July 4, 2024  
  
[www.demandstar.com](http://www.demandstar.com) July 1, 2024  
[www.marc.org](http://www.marc.org) July 1, 2024

## SECTION 1: DESCRIPTION OF PROJECT AND SERVICES REQUIRED

### 1. INTRODUCTION:

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 Advisory Committee provides professional purchasing expertise. 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 two years of the program. It is the intent of the initiative to ensure KCRPC will remain self-supporting by charging a 1.5 percent administrative fee to the contractor, based on net gross sales on each contract, which is consistent with other national cooperative purchasing programs.

#### Description and Background:

The MARC region currently has 25,000 subscribers located within the nine-county area of Kansas and Missouri. The Metropolitan Area Regional Radio System Management Council (MARRS), Technical Committee requires any radio purchased for public safety use on the MARRS system shall be capable of the below features. The radios do not need to be ordered with these features installed but **shall be capable** of them, for programming, at later date:

- Approved by P-25 Compliance Assessment Program (CAP)
- P-25 capable, Phase 1
- 700/800 MHz
- Multi-Key Encryption
- Encryption – AES (Advanced Encryption Standard)
- Over-The-Air-Rekeying (OTAR)
- Tier 1 (police/fire/EMS)
- Tier 2 (public works, parks, other)
- Metropolitan Area Regional Radio System Management Council (MARRS), for more information, visit <http://www.marc.org/Emergency-Services-9-1-1/Interoperability>.

### 2. SCOPE:

MARC/KCRPC will accept proposals from qualified firms or individuals to provide Project 25 capable radios, Tier 1 and Tier 2, meeting requirements of the regional radio system within the MARC Region, on an as-needed basis by the agencies in the region.

3. **OBJECTIVE:** Specific tasks include:

Respondent shall submit proposed base unit pricing for the mobile and portable radios on Form 6 (Excel attachment) and shall include:

- Brand, model, part number for each tier and category
  - Tier 1 (police/fire/EMS) Economy, mid-range, and premium.
  - Tier 2 (public works, parks, other) Economy, mid-range and premium.
- List price, discount, price after discount
- Original release date of radios
- Expected lifespan of radios
- Manufacturer's warranty period
- Extended warranty period and price
- End of support – date of notices or forecasted dates
- Support provided after the end of support announcement.

Respondent shall ensure the product catalogs or web links, electronic product formats and discount pricing shall be easily understood and managed, both for ease of evaluation and for the ordering agencies understanding of offered pricing structure. Respondents may include web links (preferred) to individual products for detailed specifications, in lieu of providing actual product catalogs.

Submittal for base units shall include:

- Indicate if equipment quoted is digital or analog equipment. If not referenced, it shall be presumed to be digital.
- P25 Compliance Assessment Program (CAP) testing documentation of proposed radios that meet or exceed testing requirement.
- Description and explanation of any proprietary options that are offered/included.
- Pricing:
  - Flat rate repair
  - Servicing
  - Programming
  - Maintenance beyond warranty
  - Training
  - Trade-in allowances
  - Available rental and/or leasing programs
- Master agreement sample, if required by successful respondent for ordering agencies.
- List any exceptions to Section 2: General Conditions – Governing Responses and Subsequent Contracts.

**Delivery**

- All pricing shall be FOB destination, no freight or delivery charges are allowed.
- Delivery time (calendar days) after receipt of orders

**Discounts**

- Discounts available for early payment of invoices (i.e. Net 10, 1 percent discount) including purchases using government procurement cards.
- List of all awarded contracts, similar in scope (local, regional, or national) and associated discounts for comparison for selection committee to determine response to this RFP is the best discount available in this region.

**Warranties**

- Standard manufacturer warranties and pricing for any extended and no-fault warranties.
- Required manuals (or website link) for capability of equipment, equipment specifications, operating instructions, general maintenance instructions and software installation and user guide.

**Locations, Services, Returns, Training, Subcontractors**

- Sales office, factory, and service center locations.
- Technical and maintenance services provided after a sale, and on what basis?
- Policies and procedures for handling problems and returns.
- Customer training provided, and on what basis?
- If respondent intends to use a subcontractor for servicing or repairs, the submittal must include this information and if installation will be done on or off site.

The successful respondent(s) will be required to complete individual pricing sheets for each awarded base unit radio on forms provided by MARC/KCRPC, with pricing for add-on features as shown in the matrix in Section 1.0. The pricing sheets will include pricing for available radio accessories (batteries, chargers, cases, mics, belt clips and ear pieces) and include details, such as battery capacity, etc.

## Definitions and Matrix of Required Functions

P-25	Project 25 - open architecture, user driven suite of system standards that define digital radio communications system architectures capable of serving the needs of Public Safety and Government organizations. The P25 suite of standards involves digital Land Mobile Radio (LMR) services for local, state/provincial, and national (federal) public safety organizations and agencies. P25 open system standards define the interfaces, operation, and capabilities of any P25 compliant radio system.
Phase 2	Phase 2 refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focus on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation. At this time, Phase 2 is all about traffic channels on trunking systems. There is currently no schedule for conventional Phase 2, and a trunking control channel (1 time-slot control channel data and 1 time-slot voice) is also a future task. The P25 standards for Phase 2 trunked operation were published in 2010 and the standards for Phase 2 conventional operation are yet to be defined.
OTAR	Over-the-air rekeying (OTAR) refers to transmitting or updating encryption keys (rekeying) in secure information systems by conveying the keys via encrypted electronic communication channels (“over the air”).
ISS	Project 25 Inter RF Subsystem Interface (P25 ISSI) is a non-proprietary interface that enables RF subsystems (RFSSs) built by different manufacturers to be connected together into wide area networks so that users on different networks can talk with each other.
Intrinsic	Intrinsic safety (IS), also known as FM approved, is a technology for safe operation of electronic equipment in locations where explosive gases may be present. Intrinsically safe radios are designed so the electrical energy in the radio is low enough that ignition of the explosive gases will not occur. Portable radios for fire departments shall meet NFPA Standard 1802 (2021 edition).
Other Encryption	Encryption in radio communications enables secure communication between parties and is achieved by loading the same key into all radios in a group. The key is like a secret number or password that must be known in order to decrypt the call. Radios in their group can then talk amongst each other privately, and no outsiders can intercept the communications. Although analog encryption is possible, this typically degrades the audio quality and also results in a reduced coverage area, as stronger RF signals are needed to clearly receive the encrypted calls. Encryption Types: DES uses a 56-bit encryption key and AES uses a 256-bit encryption key. AES is a more secure form of encryption, however maintaining the security of that channel is more complicated.

**MATRIX:**

	Feature	Function			
		Police	Fire / EMS	Public Works	Other
	Manufacturer's Warranty	X	X	X	X
Basic - Phase 1	P-25 - CAP - Phase 1	X	X	X	X
	700 / 800 MHz	X	X	X	X
	Multi-key	X	X		
	AES Encryption	X	X		
	OTAR	X	X		
	Rugged-Blowing Rain	X		O	
	Rugged – Immersible		X	O	
Optional - Phase 2	P-25 - Phase 2	X	X	X	X
	Other Encryption	O	O		
	Multiband	O	O		
	ISS	O	O		
	Intrinsic		O	O	

**Features in yellow shading and red text: MARRS requirements for radio capabilities (i.e. all base radios)**

**X's - "Considered Recommended features" for the illustrative function identified**

**O's - "Considered Optional features" for the illustrative function identified**

**RADIO ACCESESSORIES**

- a) Batteries
- b) Chargers
- c) Cases
- d) Mics
- e) Belt clips
- f) Earpieces
- g) Other accessories, not specifically listed above

COMPANY:

PHASE 1 - BASIC  
ECONOMICAL

PORTABLE UNITS		Brand	Model #	List Price \$	MARRS Price %	MARC Price \$
PHASE 1 - P25 Compliance Assessment Program (CAP)	POLICE Base Radio	Radio Brand	XXXXXX Model X.X, 7/800 MHz Portable (includes the following specification....e.g.)	\$X,XXX.00	50%	1,000.00

The Base Radio shall include all capabilities necessary to operate on the MARRS network. Required Base Radio Capabilities: a) P-25 CAP; b) P-25 Phase 2; c) 700/800 MHz; d) Multi-Key; e) Advanced Encryption Standard (AES); and f) Over-the-Air-Rekeying (OTAR).

All Base Radio pricing shall include the Manufacturer's Warranty.

**Manufacturer's Warranty** (included in Base Radio price above) Please describe the standard manufacturer's warranty here: Standard warranty 2-years

**Extended Warranty** (Extended Warranty Period & Pricing)

Period:	Add 5-year essential service	\$ 206.00	50%	\$ 103.00
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**Functions**

- P-25 CAP
- 700/800 MHz
- Encryption (select one):
  - a) DES only
  - b) AES only
  - c) AES/DES-XL-DES-OFB
- Multi-Key (select one):
  - a) Over-the-Air-Rekeying (OTAR)
  - b) OTAR / Multi-Key
  - c) Multi-Key
- Rugged - Blowing Rain
- Other: \_\_\_\_\_

		\$10.00	X%	\$1.00
		\$10.00	X%	\$1.00
		\$ 499.00	50%	
		\$ 599.00	50%	\$ 299.50
		\$ 799.00	50%	
			see below	
		\$ 740.00	50%	\$ 370.00
		\$10.00	X%	\$1.00

PORTABLE UNITS		Brand	Model #	List Price \$	MARRS Price %	MARC Price \$
PHASE 1 - P25 Compliance Assessment Program (CAP)	FIRE / EMS Base Radio	Radio Brand	XXXXXX Model X.X, 7/800 MHz Portable (includes the following specification....e.g.)	\$X,XXX.00	50%	1,000.00

The Base Radio shall include all capabilities necessary to operate on the MARRS network. Required Base Radio Capabilities: a) P-25 CAP; b) P-25 Phase 2; c) 700/800 MHz; d) Multi-Key; e) Advanced Encryption Standard (AES); and f) Over-the-Air-Rekeying (OTAR).

All Base Radio pricing shall include the Manufacturer's Warranty.

**Manufacturer's Warranty** (included in Base Radio price above) Please describe the standard manufacturer's warranty here: Standard warranty 2-years

**Extended Warranty** (Extended Warranty Period & Pricing)

Period:	Add 5-year essential service	\$ 206.00	50%	\$ 103.00
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**Functions**

- P-25 CAP
- 700/800 MHz
- Encryption (select one):
  - a) DES only
  - b) AES only
  - c) AES/DES-XL-DES-OFB
- Multi-Key (Select one):
  - a) Over-the-Air-Rekeying (OTAR)
  - b) OTAR / Multi-Key
  - c) Multi-Key
- Rugged - Immersible
- Other: \_\_\_\_\_

		\$10.00	X%	\$1.00
		\$10.00	X%	\$1.00
		\$ 499.00	50%	
		\$ 599.00	50%	\$ 299.50
		\$ 799.00	50%	
			see below	
		\$ 740.00	50%	\$ 370.00
		\$10.00	X%	\$1.00



<b>PHASE 1 - P25 Compliance Assessment Program (CAP)</b>	<b>PUBLIC WORKS Base Radio</b>	Radio Brand	XXXXXX Model X.X, 7/800 MHZ Portable (includes the following specification....e.g.)	\$X,XXX.00	50%	\$1,000.00
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The Base Radio shall include all capabilities necessary to operate on the MARRS network. Required Base Radio Capabilities: a) P-25 CAP; b) P-25 Phase 2; c) 700/800 MHZ; d) Multi-Key; e) Advanced Encryption Standard (AES); and f) Over-the-Air-Rekeying (OTAR). All Base Radio pricing shall include the Manufacturer's Warranty.

**Manufacturer's Warranty** (included in Base Radio price above) Please describe the standard manufacturer's warranty here: -----  
 Standard warranty 2-years

**Extended Warranty** (Extended Warranty Period & Pricing)

Period:	Add 5-year essential service	\$ 206.00	50%	\$ 103.00
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**Functions** P-25 CAP  
 700/800 MHZ  
 Rugged (select one):  
 a) Blowing Rain  
 b) Immersible  
 Other: \_\_\_\_\_

		\$10.00	X%	\$1.00
		\$10.00	X%	\$1.00
		\$ 499.00	50%	
		\$ 599.00	50%	\$ 299.50

<b>PHASE 1 - P25 Compliance Assessment Program (CAP)</b>	<b>OTHER Base Radio</b>	Radio Brand	XXXXXX Model X.X, 7/800 MHZ Portable (includes the following specification....e.g.)	\$X,XXX.00	50%	\$ 1,000.00
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The Base Radio shall include all capabilities necessary to operate on the MARRS network. Required Base Radio Capabilities: a) P-25 CAP; b) P-25 Phase 2; c) 700/800 MHZ; d) Multi-Key; e) Advanced Encryption Standard (AES); and f) Over-the-Air-Rekeying (OTAR). All Base Radio pricing shall include the Manufacturer's Warranty.

**Manufacturer's Warranty** (included in Base Radio price above) Please describe the standard manufacturer's warranty here: -----  
 Standard warranty 2-years

**Extended Warranty** (Extended Warranty Period & Pricing)

Period:	Add 5-year essential service	\$ 206.00	50%	\$ 103.00
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**Functions** P-25 CAP  
 700/800 MHz  
 Other: \_\_\_\_\_

		\$10.00	X%	\$1.00
		\$10.00	X%	\$1.00

**The MARC Discount % will be assumed for similar, catalog-listed accessories, even if they are not explicitly identified below.**

List options and accessories typical for local government / public safety users. Insert additional rows as desired.

<b>Portable Options &amp; Accessories</b>	Brand	Model #	List Price \$	MARC Discount %	MARC Price \$
Antenna (select one):					
a)Stubby w/GPS		92156	\$ 24.00	50%	\$ 12.00
b)Standard full length w/GPS		92157	Incl	50%	Incl
Extreme Noise Cancelling		75026	\$ 25.00	50%	\$ 12.50
<b>Charger (Select 1)</b>					
SINGLE UNIT IMPRES DESKTOP CHARGER			\$ 140.00	50%	\$ 70.00
6-BANK IMPRES CHARGER			\$ 895.00	50%	\$ 447.50
LEATHER CASE W/SWIVEL			\$ 71.50	50%	\$ 35.75
<b>Microphone (Select 1)</b>					
REMOTE SPEAKER MIC, IMPRES XP W/DUAL MIC SUPPRESSION, 3.5 MM THREADED JACK			\$ 485.00	50%	\$ 242.50
1 WIRE RX ONLY SURVEILLANCE KIT WITH TRANSLUCENT TUBE			\$ 150.00	50%	\$ 75.00
IMPRES REMOTE SPEAKER MIC, WINDPORTING, VOLUME TOGGLE SWITCH,			\$ 132.00	50%	\$ 66.00
IMPRES REMOTE SPEAKER MIC, NOICE CANCELLING W/EMERG BUTTON, 3.5 MM JACK, IP54			\$ 85.00	50%	\$ 42.50
IMPRES REMOTE SPEAKER MIC, WINDPORTING, 3.5MM JACK, IP55 (NO EMERG BUTTON)			\$ 100.00	50%	\$ 50.00
MULTI-UNIT CHARGER W/DISPLAY AND USB CHARGERS			\$ 2,000.00	50%	\$ 1,000.00
SPARE BATTERY; IMPRES BATTERY; IP68, 2530 MAH			\$ 150.00	50%	\$ 75.00
VEHICULAR CHARGER; HARDWIRED			\$ 500.00	50%	\$ 250.00

## SECTION 2: GENERAL CONDITIONS - GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. SCOPE: The following terms and conditions, unless otherwise modified by MARC/KCRPC in this document, shall govern the submission of proposals and subsequent contracts. MARC/KCRPC reserves the right to reject any proposal which takes exception to these conditions.
  
2. DEFINITIONS AS USED HEREIN:
  - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
  - b. The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
  - c. The term "Contractor" means the respondent awarded a contract under this proposal.
  - d. "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 request for proposal and representing the Participants in the process.
  - e. "MoKanCPP" refers to the MoKan Council of Public Procurement.
  - f. "MARC" refers to the Mid-America Regional Council
  - g. "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid/proposal solicitation and award and modification of the contract.
  - h. "Administrative Contracting Officer" refers to the authorized representative of each agency authorized to issue purchase orders, receive required documentation, inspect, and receive goods, make payments, and handle disputes involving shipments or invoices.
  - i. "Administrative Fee" refers to the 1.5 percent fee to be paid quarterly by the Contractor, to MARC/KCRPC, based on sales made under the contract.
  - j. The "specifications" include Section 1.
  - k. 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.
  - l. The term "estimated" represents quantities estimated for the period of time, if stated.
  - m. The term "minimum" means the Participants may purchase this quantity of surplus during the period of this contract, if stated.
  
3. COMPLETING PROPOSAL: All information must be legible and **submitted on forms provided within this RFP**. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award, as a result, of this solicitation. **DO NOT SUBMIT PROPOSAL BY MAIL. ALL PROPOSALS MUST BE SENT ELECTRONICALLY IN PDF and Excel FORMAT**. It is the responsibility of the person submitting a proposal by electronic mail to ensure that the proposal has been received by the Program Coordinator, and not blocked by a spam filter or rejected because of large attachments. To confirm receipt, the proposer must contact the Program Coordinator, as shown on the cover page. Respondents are instructed to submit only the **specified requirements shown in Section 1, paragraph 3** objectives.
  
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Program Coordinator prior to clarification deadline as shown on cover page. Any request received after the stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the Program Coordinator, in the form of an addendum addressed to all prospective respondents.
  
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: All proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to

qualification statements) after the submission date and time in accordance with Missouri Sunshine Law and Kansas Open Records Act.

6. SUBMISSION OF PROPOSAL: Proposals are to be submitted by electronic mail to the Program Coordinator, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be accepted for consideration.
7. ADDENDA: All changes additions and/or clarifications in connection with this proposal will be issued by the Program Coordinator in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on MARC/KCRPC or Participants.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be submitted per instructions in paragraph 6 above, prior to the proposal submission deadline. Each respondent may submit only one proposal.
9. PROPOSALS BINDING: All proposals submitted shall be binding upon the respondent if accepted by MARC/KCRPC, within 90 calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.
10. NEGOTIATION: MARC/KCRPC reserves the right to negotiate any, and all, elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC until said work or services are completed and accepted.
  - (a) TERMINATION FOR CONVENIENCE  
In the event that the contract is terminated or cancelled upon request and for the convenience of MARC/KCRPC, without the required 30 days advance written notice, then MARC/KCRPC shall negotiate reasonable termination costs, if applicable.
  - (b) TERMINATION FOR CAUSE  
Termination by MARC/KCRPC for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of Termination for Cause.

Participants shall be intended third-party beneficiaries of this Contract and shall have the right to enforce any and all of the terms and provisions contained herein.

12. TAX EXEMPT:  
It is expected that each agency will be exempt from payment of the Missouri or Kansas Sales Tax (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 (Title 26, United States Code annotated). The Contractor is responsible to obtain verification of exemption from each ordering agency, and is responsible to bill taxes, if required.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: MARC/KCRPC reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the region.

15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of MARC/KCRPC.
16. DISCLAIMER OF LIABILITY: MARC/KCRPC, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold MARC/KCRPC, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. 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 Agreement, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the ordering agency is located.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed. Successful respondent(s) must work with any ordering agency on local diversity programs, when required by the agency.
20. PROTEST PROCEDURES:  
In the course, of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of the selection procedure. All protest should be in writing and directed to Mr. David Warm, Executive Director, MARC, 600 Broadway, Suite 200 Kansas City, Missouri, 64105. A protest should be made immediately upon occurrence of the incident in question but no later than three days after the proposer receives notification of the outcome of the section procedure. The protest should clearly state the grounds for such a protest. Upon receipt of the protest, MARC's executive director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.
21. ORDERING AGENCIES WITH SPECIAL REQUIREMENTS  
Successful respondents must comply with all special requirements of any ordering agency, which may include local diversity programs, registration, occupational or business license requirements. Ordering agencies will be responsible for notifying the successful respondent of these requirements.

### SECTION 3: SPECIAL CONDITIONS - GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. INSURANCE:

The Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to MARC/KCRPC, and hold harmless and indemnify MARC/KCRPC 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:

- a. Commercial General Liability with a minimum limit of \$1,000,000 combined single limit for bodily injury and property damage.
- b. Commercial Automobile Liability with minimum limit of \$1,000,000 combined single limit.
- c. Workers Compensation with minimum statutory requirements.
- d. Employers' Liability with minimum of \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.
- e. Cancellation notification within thirty (30) days. MARC/KCRPC to be named as additional insured on certificate.
- f. Certificate holder shall be shown as Mid-America Regional Council / KCRPC, 600 Broadway Suite 200, Kansas City, Mo., 64105. Ordering agencies may require separate certificates specific to the agency.
- g. Professional liability may be required, at the request of the ordering agency.

2. SELECTION PROCESS

The proposals will be evaluated by a selection committee consisting of MARC staff and agency members to rank each proposal based on the following criteria:

- a. Respondent's experience in providing similar services to municipalities during the past five years.
- b. Qualifications and experience of staff proposed to work directly with the ordering agencies.
- c. Respondent's approach to and understanding of the Scope of Services required in the RFP.
- d. Respondent's response to objectives specified.
- e. Overall responsiveness to this RFP.
- f. See Section 4 for evaluation criteria and scoring.

The selection committee may request additional submittals, clarifications and request oral interviews, in order to make a final decision.

3. RESPONDENT COST TO DEVELOP PROPOSAL:

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to MARC/KCRPC.

4. ADMINISTRATIVE FEE and SALES REPORTS:

- a. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 18% may be assessed to the contractor by MARC/KCRPC, each month the payments are not received.
- b. Payment of the 1.5 percent administrative fee to MARC/KCRPC shall be based on gross sales. If no sales were conducted during a particular quarter, a report reflecting this shall be sent to the Program Coordinator.
- c. The Contractor shall have no claim or right to all or any portion of the administrative fee. All payments shall be made payable to: Mid-America Regional Council, referencing "KCRPC RFP 113" and quarter of sales (i.e. 24-Q3) on each payment. Payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659.
- d. The composite report of all sales shall be sent electronically to the Program Coordinator. The report shall include, at a minimum:
  - Ordering agency
  - Detail of items sold including description, quantity, and price.

- The report shall be totaled for the accumulated dollar amount sold within the quarter for each ordering agency.
- Failure to provide quarterly reports as required may be deemed a breach of the contract.

5. CONFLICT OF INTEREST:

Respondents shall identify any potential conflict of interest of which they are aware involving MARC/KCRPC.

6. RENEWAL OPTION:

The initial award of this contract will be for a two-year period. MARC/KCRPC reserves the right to negotiate this contract for three additional one-year renewal periods. 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, 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.) for the Kansas City area, without the approval of the Program Coordinator.

The option to renew will be evaluated on performance of Contractor during the contract, using the following performance measures:

- Timely response to request for information and/or request for quotes/pricing
- Timely delivery of product or services (as quoted at time of order placement)
- Quality of products/service
- Timely and accurate submission of Contractor's Sales Report
- Timely payment of Administrative Fees
- Current MSRP list may be updated at renewal time

7. TIME OF DELIVERY

MARC/KCRPC requires all materials to be delivered when specified. Time is therefore of the essence of the purchase order. When, in the MARC/KCRPC and ordering agency opinion, delivery time becomes excessive resulting in inconvenience and affecting work, such an item may be canceled and obtained elsewhere. If it is necessary to use this procedure more than once and such measures have caused serious hardship for MARC/KCRPC or the agencies, the contract may be terminated. Either option may be taken with no liability to MARC/KCRPC.

8. PRODUCT PRESENTATIONS

MARC may hold/sponsor events at a location and date to be determined, for awardee(s) to provide presentation to agencies based on mutually agreed expectations.

**SECTION 4: PROPOSAL RANKING SHEET**

SCORING RANGES

	30 Point Questions	10 Point Questions
Outstanding	25 - 30	9 - 10
Exceeds Acceptable	19 - 24	7 - 8
Acceptable	13 - 18	5 - 6
Marginal	0 - 12	0 - 4

Evaluation Criteria	Maximum Points	Score
1 Evidence of Experience, Reliability & References: Consider experience and references listed by the respondent on Forms 2, 3, and 4 of the RFP. Is the respondent experienced in providing services similar to those requested in the RFP?	30	_____
2 Expertise of Personnel: Consider comparable experience and background of specific personnel that shall be assigned to providing services as outlined on Forms 2, 3, and 4 of the RFP. Also consider the specific involvement of those persons providing services noted on Forms 2, 3, and 4 of the RFP.	30	_____
3 Overall Responsiveness to the RFP: Consider whether all requested information was furnished by the respondent in the format required by the RFP.	10	_____
4 Timeliness: Responsiveness to schedules. Location of servicing facility should be considered as a factor in responsiveness.	10	_____
5 Project Approach: Evaluate the respondent's approach to and understanding of the Scope of Services required in the RFP as evidenced by the Letter of Transmittal. Applicable resources to provide products and services to the agencies as listed on Forms 1, 2, and 5 of the RFP.	10	_____
6 Cost: Determination of cost and pricing data on Form 6 (Excel worksheet): Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: \_\_\_\_\_

**TOTAL POINTS**  
**(100 Possible)**

=====

## SECTION 4: INTERVIEW RANKING SHEET

### SCORING RANGES

	20 Point Questions
Outstanding	19 - 20
Superior	17 - 18
Above Average	15 - 16
Average	13 - 14
Below Average	11 - 12
Marginal	9 - 10
Unacceptable	0 - 8

	Evaluation Criteria	Maximum Points	Score
1	<b>Project Approach &amp; Cost:</b> Does the proposed scope and costs expressed in the interview appear to be realistic and feasible? Has the respondent demonstrated that they have a good understanding of the proposed requirements?	20	_____
2	<b>Experience:</b> Based on the interview, evaluate the respondent's experience with similar scope of work.	20	_____
3	<b>Key Staff Members:</b> Based on the interview, consider the involvement and experience of key personnel that will be assigned to providing services. Evaluate their response to questions, knowledge demonstrated, and involvement in discussion.	20	_____
4	<b>Responsiveness:</b> Based on the interview, consider whether the respondent will be available to promptly respond to requests. Location of the servicing facility should be considered a factor in responsiveness.	20	_____
5	<b>Staff Utilization:</b> Based upon the interview and contact with previous agencies, determine capability, and demonstrated ability to meet standards and requirements.	20	_____

**Ranked By:** \_\_\_\_\_

**TOTAL POINTS**  
(100 Possible) \_\_\_\_\_



**SECTION 5: SUBMITTAL FORMS:**

The following table sets forth the specific items to be addressed in the proposal. Respondents must include this page with their proposal and include corresponding page numbers indicated on the information submitted within their proposal. Do not submit any additional documents with your proposal. Proposals must be completed as instructed and returned in response to this RFP. All information must be legible and submitted on forms provided within this RFP. Any, and all, corrections and/or erasures must be initialed. The proposal must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.

<p><b>LETTER OF TRANSMITTAL</b> The letter is to be limited to two (2) pages; to be submitted on the respondent’s letterhead. Concisely state the respondent’s understanding of the services required. Provide narrative on project approach. Describe the schedule of events necessary to complete this project. Include additional relevant information not requested elsewhere in this RFP. The signature of the letter shall be that of a person authorized to represent and bind the firm.</p>	Page 1 - 2
<p><b>TABLE OF CONTENTS:</b> Submit this page and add page numbers.</p>	Page
<p><b>COMPANY PROFILE:</b> Form 1</p>	Page
<p><b>OUTSIDE COMPANIES OR FIRMS TO BE USED:</b> Form 2</p>	Page
<p><b>RESUMES:</b> Form 3 The form may be reproduced and attached in sequence if more space is required. Identify specific assignments of key personnel.</p>	Page
<p><b>REFERENCES:</b> Form 4 The form may be reproduced and attached in sequence if more space is required. A minimum of three references should be provided. List those projects you or your company have completed within the past five (5) years that are similar to that requested by this RFP. Special attention should be given to projects you or your company have completed for other governmental entities.</p>	Page
<p><b>ADDITIONAL INFORMATION:</b> Form 5 The form must be completed, signed, and dated.</p>	Page
<p><b>PRICING:</b> Form 6 (Excel worksheet) Pricing list to be completed as required.</p>	Attachment
<p><b>APPENDICES:</b> To be completed and submitted with proposal Appendix A - Cooperative Purchasing Appendix B - Bidder Warranties Appendix C - Authorization-Collusion Affidavit Appendix D - Missouri Service-Disabled Veterans Preference Appendix E - Missouri Products Preference Appendix F - E-Verification – Affidavit of Compliance *2 pages * Appendix G- Bidder Guarantee Appendix H - Debarment Certification Appendix I - Intent to Perform as MBE-WBE Appendix J - Affirmative Action Appendix K - Lobbying</p>	

**FORM 1:**

Company Name and Address:

Company is: National  Regional  Local  Year Company Established: \_\_\_\_\_

Registered to conduct business in the State of Missouri:  Yes  No  
Registered to conduct business in the State of Kansas:  Yes  No

State name, title, and telephone number and email address of Principal to contact:

Name Title Telephone: Email:

Address of office/facility to perform work, if different from *above*:

List the number of persons and title, your company will commit to providing the services requested in this RFP:

# of Staff	Titles:

If submittal is by Joint Venture, list participating company or firm and outline specific areas of responsibility (including administrative, technical, and financial) for each:

Has this Joint-Venture previously worked together?  Yes  No

**FORM 2:**

List any outside companies or firms that will be used to provide services to the Participants:

Company/Firm Name:			
Address:			
Specialty:			
Worked with Respondent before?	Yes _____ No _____	Yes _____ No _____	Yes _____ No _____

**FORM 3:**

Complete following for resume of key personnel and staff members that shall be assigned to providing the services described in this RFP. A minimum of three must be provided, but no more than five. Multiple copies of this page may be made for submittal.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Responsibilities to be assigned:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of company/firm (if other than respondent) with which associated:  
\_\_\_\_\_

Years Experience: With this company/ firm \_\_\_\_\_ Other company/firm \_\_\_\_\_  
\_\_\_\_\_

Other Experience & Qualifications relevant to providing the services described in this RFP:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORM 4:**

References which best illustrate current qualifications relevant to the services to be provided to the AGENCIES accomplished by personnel that will be assigned to AGENCIES. A minimum of three must be provided, but no more than five (5). Multiple copies of this page may be made for submittal.

Government Agency Name: \_\_\_\_\_

Date Services Provided: \_\_\_\_\_

Contact Name & Email Address:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Detailed Description of Services Provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nature of respondent's role in providing the services:

\_\_\_\_\_

Respondent's personnel (Name/Work Assignment) who provided the services:

\_\_\_\_\_  
\_\_\_\_\_

**FORM 5:**

Use this space to provide any additional information or description of resources supporting you or your Company's qualifications for providing products and services to the Participants, as described in this RFP. This form must be completed, signed, and dated.

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Signature

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Date

**Appendix A  
MARC/KCRPC RFP 113**

**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 B  
MARC/KCRPC  
RFP 113**

**BIDDER WARRANTIES**

- A. Respondent warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Respondent 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. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of MARC/KCRPC.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

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

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

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

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

**APPENDIX C  
MARC/KCRPC RFP 113**

**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;

- That I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm Name) and have been authorized by said firm to make this affidavit on its behalf;
- No officer, agent or employee of MARC/KCRPC is financially interested, directly or indirectly in what Respondent is offering to sell to the agencies pursuant to this Invitation;
- If Bidder were awarded any contract, job work or service for MARC/KCRPC, no officer, agent or employee of the agencies would be financially interested in or receive any benefit from the profit or payments of such;
- 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.

By: \_\_\_\_\_ (Firm Name)  
 \_\_\_\_\_ (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 D  
MARC/KCRPC RFP 113**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE  
(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

**APPENDIX E  
MARC/KCRPC RFP 113**

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 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:	

**APPENDIX F**  
**MARC/KCRPC RFP 113**  
**NOTICE TO VENDORS**

**Section 285.525 – 285.550 RSMo – Effective January 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or a political subdivision of the state (e.g., MARC) to a business entity, ..., the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services (RSMo 285.530 (2)).

Those Contractors providing service over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- Submit a completed, notarized copy of AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. For Contracts over \$5,000 , the Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted service, and
- Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature page from E Verify program’s Memorandum of Understanding (MOU)).

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available from the following: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**APPENDIX F**  
**MARC/KCRPC RFP 113**

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S. MO., ET SEQ. FOR CONTRACTS OVER \$5,000.00

EFFECTIVE JANUARY 1, 2009

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

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)  
who is \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Name of company)  
a \_\_\_\_\_ (Type of business) and after being duly sworn did depose and  
say:

1. That said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That the said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The term used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Notary Public

My commission expires:

**APPENDIX G**  
**MARC/KCRPC RFP 113**

**BIDDER GUARANTEES**

1. The Respondent certifies it can and will provide and make available, as a minimum, all services set forth herein.
2. The Respondent agrees:
  - A. To comply with the Fair Labor Standards Act, as amended.
  - B. To comply with Title VII of the Civil Rights Act of 1964, as amended, which makes it unlawful for an employer to fail or refuse to hire or to discharge any individual or to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex or national origin, among other provisions.
  - C. To comply with Public Law 101-336, the Americans with Disabilities Act of 1990 which makes it unlawful to discriminate against persons with disabilities in employment, state and local governmental services, public accommodations, transportation and communications.
  - D. To comply with Section 503, Public Law 93-112, 29 U.S.C. 793, which requires affirmative action to employ and advance in employment qualified handicapped individuals, among other provisions.
  - E. To comply with 29 U.S.C. Section 623, 29 U.S.C. Section 30, and 29 U.S.C. Section 631, as amended, which makes it unlawful for an employer to fail or refuse to hire or discharge any individual or to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because the individual is at least 40 but less than 70 years of age, among other provisions.
  - F. To comply with 42 U.S.C. 2011 and 2012, which require affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era as defined, among other provisions.

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

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

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

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

**APPENDIX H  
MARC/KCRPC RFP 113**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The respondent to this RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**APPENDIX I  
MARC/KCRPC RFP 113**

**INTENT TO PERFORM AS MBE/WBE**

Project Title and Description: RFP 113 Yearly contract for Public Safety Radios

The undersigned intends to perform work in connection with the above project as:

	Check one:	State Name of Prime Contractor or Joint Venture Partner:
Prime Contractor		
Subcontractor		
Joint Venture		
Other (please specify)		

The status of the undersigned is confirmed by a MBE/WBE Certification from one or all of the following (please provide copy of current Certification Certificate):

	Check one:
MRCC (Missouri Regional Certification Committee)	
KDOT	
MoDOT	
City of Kansas City Missouri	
Kansas City Area Transportation Agency (KCATA)	
Other (please specify below) – MARC may require additional certification documentation	
•	

The undersigned is prepared to perform the following described work in connection with the above project (attach additional sheet in needed),

.....

.....

.....

.....  
Name of MBE/WBE Firm

By  
.....  
Signature of MBE/WBE Firm's Authorized Representative

.....  
Date

.....  
Print Name of Authorized Representative

**APPENDIX J  
MARC/KCRPC RFP 113**

**AFFIRMATIVE ACTION CHECKLIST:**

Federal regulations require that any firm 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)



**APPENDIX K  
MARC/KCRPC RFP 113**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of above Official