

# 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

## 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            BID NO.

BIDS MUST BE RECEIVED BY: 1:00 PM Local Time (Late bids will not be accepted for any reason)

BIDS WILL BE OPENED AT: 1:00 PM Local Time, Board Room at MARC Offices

RETURN SEALED BIDS TO: MARC/KCRPC  
600 BROADWAY SUITE 300  
KANSAS CITY, MO 64105-1554

LABEL SEALED BID ENVELOPE: MARC/KCRPC  
BID NO. OPENS: 1:00 PM  
BIDDER'S NAME AND ADDRESS

CLARIFICATIONS: Submit in writing to Rita Parker, Program Coordinator, KCRPC  
◆ E-mail: [rparker@marc.org](mailto:rparker@marc.org)  
◆ Fax: 816-421-7758  
◆ Regular mail : Send written request to physical address

CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 5:00 pm on September 10, 2003

NOTICE OF AWARD: Expect to announce by

CONTRACT PERIOD: through  
(with option to renew for two (2) additional one year periods and subject to adjustment based on award date)

- ◆ The 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 received this bid document from other than direct mailing from MARC/KCRPC or downloaded from 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.

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SAMPLE FORMAT

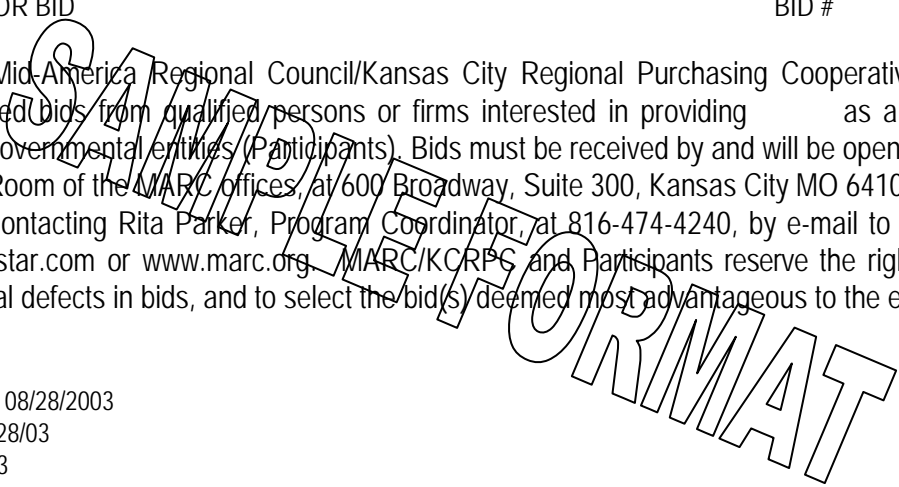
**ADVERTISEMENT**

INVITATION FOR BID

BID #

The Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC), will accept separate sealed bids from qualified persons or firms interested in providing \_\_\_\_\_ as a yearly contract for \_\_\_\_\_ area participating governmental entities (Participants). Bids must be received by and will be opened at 1:00 p.m., CDT, on \_\_\_\_\_, in the Board Room of the MARC offices, at 600 Broadway, Suite 300, Kansas City MO 64105-1554. Bidding documents are available by contacting Rita Parker, Program Coordinator, at 816-474-4240, by e-mail to [rparker@marc.org](mailto:rparker@marc.org), or by visiting [www.demandstar.com](http://www.demandstar.com) or [www.marc.org](http://www.marc.org). 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.

Published:  
Kansas City Star 08/28/2003  
Dos Mundos 08/28/03  
The Call 08/29/03



## 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 MACPP 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, that is a member of the Mid-America Council of Public Purchasing (MACPP) and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4 "MACPP" refers to the Mid-America Council of Public Purchasing.
  - 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 percent (1%) 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 "Non-Participant Fee" refers to the two percent (2%) fee to be added to purchase orders by Non-Participants, based on the purchase order amount, before early payment discounts. The Contractor shall invoice the Non-Participant for full purchase order amount, including the Non-Participant Fee, collect payment, and forward the Non-Participant Fee to MARC/KCRPC on a quarterly basis.
  - 1.1.12 The "specifications" include Section 4.
  - 1.1.13 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.
  - 1.1.14 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.
  - 1.1.15 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - 1.1.16 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 an eight county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Purchasing (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, MACPP, 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, reduce the 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 is responsible for making bid award recommendations to the MARC Board for final approval, and resolving disputes. The MARC Board of Directors consists of 30 locally elected leaders representing the eight counties and 115 cities in the bi-state metropolitan Kansas City region.

MARC is providing initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC will become self-supporting over time by charging a 1% Administrative Fee to the vendor, based on gross sales on each contract, which is consistent with other national cooperative purchasing program Administrative Fees. To encourage more participation in joint bids, an additional 2% Non-Participant Fee will be assessed to non-participating entities wanting to purchase off of any KCRPC joint contract. The 2% Non-Participant fee will be refunded to the entity if the entity participates in the next round of bids for the same commodity/service. **Bidders shall include the 1% Administrative Fee into their unit bid pricing.** However, Bidders shall not include the 2% Non-Participant Fee into the bid pricing, since this will only be assessed if a Non-Participant uses the contract.

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 following participating entities:

- 1 Mid-America Regional Council, Missouri
- 2 Little Blue Valley Sewer District, Missouri
- 3 Miami County, Kansas
- 4 City of Harrisonville, Missouri
- 5 City of Lenexa, Missouri
- 6 City of Lee's Summit, Missouri
- 7 City of Independence, Missouri
- 8 City of Gardner, Kansas
- 9 Fort Osage Fire District, Missouri
- 10 Johnson County, Kansas
- 11 Jackson County, Missouri
- 12 Bonner Springs, Kansas
- 13 City of Blue Springs, Missouri

## 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 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 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 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 Prices quoted are to be firm and final.
- 2.1.10 In submitting bids, 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.
- 2.1.11 Pricing Section 5.0 **MUST** be completed, signed and returned in sealed envelope. Bidders shall retain a copy for their records.

### 2.2 CONTRACT PERIOD

This invitation to bid is for a yearly contract, with option for two additional one-year renewal periods. The contract includes an escalation/de-escalation clause appropriate to the paper industry, as described in Section 2.17 Escalation/De-Escalation Clause. Pricing will be guaranteed on a quarterly basis. See renewal option for further details in Section 5.0 Pricing.

### 2.3 SUBMISSION & ACCEPTANCE OF BIDS

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to MARC/KCRPC, 600 Broadway Suite 300, Kansas City, MO 64105-1554. The bidder shall show the hour and date of the bid opening, the invitation number, and the name and address of the bidder on the face of the envelope.
- 2.3.3 Telegraphic or faxed bids will 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. 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 bidders 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 (7) calendar days before the deadline for submission of bids. 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 payment will be considered in bid evaluation.

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 to obtain 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.

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

2.13 Bids will be publicly opened and read aloud and recorded at the time, date and location stated on the cover page of Invitation to Bid. No decisions regarding the award of the bid will be discussed at the bid opening. All Bidders and Participants are encouraged to attend.

2.13 REQUEST FOR BID TABULATIONS

2.13.1 Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by fax, e-mail or regular mail.

2.13.2 Bid tabulations will be available for distribution the next business day following the bid opening.

2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS

Upon written request by the Program Coordinator, bidders must submit the samples and manufacturer's specification sheets, for each brand being bid to be considered for award. Failure to submit samples and spec sheets within five (5) business days will result in rejection of your bid. Samples will be examined as a part of the bid evaluation.

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 DELIVERY LOCATIONS

ENTITY	DEPT	ADDRESS	CITY/STATE/ZIP	PHONE	FAX	ANNUAL EST. QTY (cases)
City of Bonner Springs, KS	Finance Department	205 E 2 <sup>nd</sup> St	Bonner Springs KS 66012	913-422-1020	913-441-1366	115
Fort Osage Fire Protection District		4 W Monroe	Buckner MO 64016	816-650-5811	816-650-5819	21
City of Gardner, KS	Finance Department	120 E Main St	Gardner KS 66030-1310	913-856-7535	913-856-0997	184
City of Gardner, KS	Public Safety	440 E Main St	Gardner KS 66030	913-856-7312	913-856-5733	
City of Harrisonville, MO	City Hall	300 E Pearl St	Harrisonville MO 64701	816-380-8909	816-380-8910	125
City of Harrisonville, MO	Police Station	208 E Pearl	Harrisonville MO 64701	816-380-8930	816-380-8935	
City of Independence, MO	Purchasing/Copy Center	111 E Maple	Independence MO 64050	816-325-7093	816-325-7088	2160
City of Independence, MO	Police Department	223 N Memorial Drive	Independence MO 64050			
City of Independence, MO	Power & Light Department	21500 E Truman Road	Independence MO 64056	816-325-7500		
Johnson County, KS	Central Stores Warehouse	135 S Fir	Olathe KS 66061	913-715-0625		6370*
Jackson County, MO	See paragraph 3.10.3, c					2250
City of Lee's Summit, MO	Administration	207 S W Market	Lee's Summit MO 64063	816-969-7300	816-969-7455	507
City of Lee's Summit, MO	Finance	207 S W Market	Lee's Summit MO 64063	816-969-7486	816-969-7771	
City of Lee's Summit, MO	Codes Administration	207 S W Market	Lee's Summit MO 64063	816-969-7312	816-969-7497	
City of Lee's Summit, MO	Human Resources	207 S W Market	Lee's Summit MO 64063	816-969-7301	816-969-7555	
City of Lee's Summit, MO	Law	207 S W Market	Lee's Summit MO 64063	816-969-7464	816-969-6834	
City of Lee's Summit, MO	Planning & Development	207 S W Market	Lee's Summit MO 64063	816-969-7369	816-969-7738	
City of Lee's Summit, MO	Purchasing	207 S W Market	Lee's Summit MO 64063	816-969-7337	816-969-7771	
City of Lee's Summit, MO	Airport	2751 N E Douglas	Lee's Summit MO 64064	816-969-7490	816-969-7789	
City of Lee's Summit, MO	Animal Control	1249 N E Tudor	Lee's Summit MO 64086	816-969-7404	816-969-7732	
City of Lee's Summit, MO	Fire Headquarters	207 S E Douglas	Lee's Summit MO 64063	816-969-7348	816-969-7422	
City of Lee's Summit, MO	Fleet Division	1971 S E Hamblen Rd	Lee's Summit MO 64082	816-969-7417	816-969-7411	
City of Lee's Summit, MO	Street/Stormwater	1971 S E Hamblen Rd	Lee's Summit MO 64082	816-969-7399	816-969-7797	
City of Lee's Summit, MO	Landfill	1971 S E Hamblen Rd	Lee's Summit MO 64082	816-969-7739	816-969-6814	
City of Lee's Summit, MO	Police	10 N E Tudor Rd	Lee's Summit MO 64086	816-969-7432	816-969-7429	
City of Lee's Summit, MO	Municipal Court	10 N E Tudor Rd	Lee's Summit MO 64086	816-969-7720	816-969-7521	
City of Lee's Summit, MO	Parks & Recreation	307 S W Market	Lee's Summit MO 64063	816-969-7592	816-969-7737	
City of Lee's Summit, MO	Public Works	115 S E 2 <sup>nd</sup> St	Lee's Summit MO 64063	816-969-7316	816-969-7795	
City of Lee's Summit, MO	Water Utilities Operations	616 N E Douglas	Lee's Summit MO 64063	816-969-7614	816-969-7633	
City of Lee's Summit, MO	Water Utilities Support Services	3 S E 3 <sup>rd</sup>	Lee's Summit MO 64063	816-969-7611	816-969-7632	
City of Lenexa, KS	Facilities Management	123050 W 87 <sup>th</sup> St Pkwy	Lenexa KS 66215-2883	913-477-7781	913-599-0579	265
ENTITY	DEPT	ADDRESS	CITY/STATE/ZIP	PHONE	FAX	ANNUAL EST. QTY (cases)

Little Blue Valley Sewer Dist.	Atherton Wastewater Treatment Plant - O & C Bldg	21208 E Old Atherton Rd	Independence MO 64058	816-796-9191 x211	816-796-3500	65
Little Blue Valley Sewer Dist.	Atherton Wastewater Treatment Plant - Maintenance Bldg	212 E Old Atherton Rd	Independence MO 64058	816-796-9191 x 223	816-257-0500	
Little Blue Valley Sewer Dist	Administration Bldg	21101 E 78 Hwy	Independence MO 64057	816-796-7660 x 122	816-796-6108	
Mid-America Regional Council	Copy Room	600 Broadway, Suite 300	Kansas City MO 64105-1554	816-474-4240	816-421-7758	300
Miami County, Kansas	Purchasing	201 S Pearl, Suite 200	Paola KS 66071	913-294-9556	913-294-9163	340
City of Blue Springs	Police Administration	1100 SW Smith (2 <sup>nd</sup> Floor)	Blue Springs, MO 64015	816-228-0164	816-228-0147	310
City of Blue Springs	Police Records	1100 SW Smith (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0288	816-228-0268	
City of Blue Springs	Human Resources	903 NW Main (Lower level)	Blue Springs, MO 64015	816-228-0190	816-655-0486	
City of Blue Springs	Economic Development	903 NW Main (Lower level)	Blue Springs, MO 64075	816-228-0209	816-228-0204	
City of Blue Springs	Information Services	903 NW Main	Blue Springs, MO 64075	816-228-0232	816-228-0264	
City of Blue Springs	Public Works	500 SE Sunnyside School Road	Blue Springs, MO 64014	816-228-0195	816-228-0296	
City of Blue Springs	Administration	903 NW Main (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0110	816-228-7592	
City of Blue Springs	Engineering	904 NW Main (Lower level)	Blue Springs, MO 64015	816-228-0121	816-228-0298	
City of Blue Springs	Community Development	904 NW Main (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0207	816-228-0225	
City of Blue Springs	Parks Administration	903 NW Main (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0137	816-228-7592	
City of Blue Springs	Parks Maintenance/Shop	2715 NW Park Road	Blue Springs, MO 64015	816-228-0222	816-228-7220	
City of Blue Springs	Youth Outreach Unit	205 SW 11th	Blue Springs, MO 64015	816-228-0247	816-228-0242	
City of Blue Springs	Rev. Collections/License	903 NW Main (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0227	816-220-1783	
City of Blue Springs	Rev. Collections/Water	903 NW Main (1 <sup>st</sup> Floor)	Blue Springs, MO 64015	816-228-0135	816-220-1783	
City of Blue Springs	Parks/Pool	2401 NW Ashton Drive	Blue Springs, MO 64015	816-228-0188	816-228-7592	
City of Blue Springs	Municipal Court	1100 SW Smith	Blue Springs, MO 64015	816-228-0274	816-228-0229	
City of Blue Springs	Rev. Collections/Finance	903 NW Main (Lower level)	Blue Springs, MO 64015	816-228-0186	816-228-0204	
City of Blue Springs	Vesper Hall	400 NW Vesper	Blue Springs, MO 64014	816-228-0181	816-228-4340	

\*Johnson County, KS prefers half cases

2.16 TRANSPORTATION CHARGES

When terms of delivery or conditions of this order are F.O.B. destination, the Contractor shall pay all transportation charges.

2.17 ESCALATION/DE-ESCALATION CLAUSE

- 2.17.1 In regards 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.
- 2.17.2 The Program Coordinator shall distribute the price increase request to the Participants for review.
- 2.17.3 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.
- 2.17.4 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.

2.18 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.

2.18.1 City of Bonter Springs, Kansas requires an occupational license fee of \$50.00.

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 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 regard 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 the pricing page, Section 5.0.

a) Olathe, Kansas

The bidder's attention is directed to all federal and state laws and section 2.44.110 of the Olathe Municipal Code relating to equal employment opportunity which, among other things, requires 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 the city's questionnaire on personnel practices.

b) Jackson County, Missouri

The bidder's attention is directed to all federal, state and county laws of the County of Jackson to equal employment opportunity which, among other things, requires 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 the County's Compliance Report Form. See Appendix A and B (affidavit required).

c) Little Blue Valley Sewer District

All bidders awarded contracts in excess of \$10,000 shall comply with Executive Order No. 11246, entitled Equal Employment Opportunity, as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations (4) CFR, Part 60.

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

If any such work covered by this order is to be performed on the Participants' premises, Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to 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. The Participant's requiring insurance are as follows:

2.27.1 City of Harrisonville, Missouri

Successful bidder must provide proof of property, liability and bodily injury insurance coverage at a minimum of \$1,000,000.00, and also proof of workers compensation, per State of Missouri, statutory requirements.

2.27.2 Jackson County, Missouri

See Appendix C for specific requirements.

2.27.3 Johnson County, Kansas

See Appendix D for specific requirements.

2.28 SUB-CONTRACTS

2.28.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written 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 sub-contractor 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, 4.2, 4.5, 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.

### 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 ninety (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 counter-proposals, 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, sub-contractors, 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 vendor'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 are equal or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidder's 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) Each Participant is in the process of submitting a resolution to their Council/Commission for approval to allow MARC approve contracts to be issued. In the event, a resolution has not been adopted at the time of award, each Participant will take individual award recommendation to their Council/Commission for approval and will issue a separate contract to the successful Bidder.

##### 3.1.4 NOTICE OF AWARD.

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

#### 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.

### 3.3 EXECUTION OF AGREEMENT

- 3.3.1 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, have been deleted from the copy of Contractor's signed bid document and noted on the Notice of Award.
- 3.3.2 The Program Coordinator will furnish 3 original Agreements to the successful Bidder who shall sign and return to the Program Coordinator, to be countersigned by The Executive Director of MARC counterpart copies, insert the date of their signature on the Agreement.
- 3.3.3 Program Coordinator will return one original to Contractor, with Notice of Award, copy of bid documents and any addenda, signed by the Contractor.
- 3.3.4 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Contractor, countersigned by the Executive Director of MARC, and a copy of the Contractor's signed bid and Notice of Award attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto.
- 3.3.5 As stated in paragraph 3.1.3 (d), some Participants may execute individual contracts, until resolutions have been modified to include MARC approval of contracts issued.

### 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 herein contained 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 WITH OTHER JURISDICTIONS/COMPOSITE REPORT

- 3.6.1 The successful bidder agrees to provide products and/or services under this contract to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that is listed as a Participant in this bid or is a member of the Mid-America Council of Public Purchasing (MACPP). The successful bidder agrees to pay to MARC/KCRPC, a 1% Administrative Fee, based on each Participant's and 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. Program Coordinator will inform the entity of the requirement to be an MACPP member and the 2% Non-Participation Fee charged to Non-Participants, which is refunded by MARC/KCRPC, if the entity participates in the next joint bid. Written approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases off the contract. Non-Participants shall be charged the 2% Non-Participant Fee by the vendor. The vendor will remit the Non-Participant Fee and the Administrative Fee to MARC/KCRPC.
- 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 MACPP to utilize 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 1% 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 made payable to: Mid-America Regional Council (The bid number must be referenced on each payment.)

- b) Payment of the additional 2% Non-Participation Fee to MARC/KCRPC, based on gross sales for each quarter for Non-Participant. The Contractor shall have no claim or right to all or any portion of the fee.
- c) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to: Rita Parker, Program Coordinator, MARC/KCRPC, 600 Broadway Suite 300, Kansas City, MO 64108-1854. The report shall include, at a minimum:
- 1) Ordering entity and designated Participant or Non-Participant
  - 2) Entity's purchase order number, and date ordered,
  - 3) Item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
  - 4) The report shall be totaled for the accumulated dollar amount spent within the particular quarterly period for each Participant or Non-Participant.

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 1½ % per month until paid.

3.7.3 Reports and payments of fees under this contract shall be due:

1st Quarter	January-March	Payment due April 30
2nd Quarter	April – June	Payment due July 30
3rd Quarter	July – September	Payment due October 30
4th Quarter	October - December	Payment due January 30

3.7.4 RIGHT TO AUDIT

Program Coordinator may compare records provided by entities with reports submitted by Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty (30) 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

- 3.8.1 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 Contracts.
- 3.8.2 The Jackson County, Missouri Purchasing Department may issue to the Contractor a "Blanket" or "Miscellaneous" Purchase Order to cover a specific portion of the Term of this Contract. This Purchase Order may be for a stated dollar amount and will terminate when the dollar amount shown has been used or at the expiration of the Contract, whichever is earlier. Purchase Orders for specific items and quantities may also be issued against this Contract. If a "Blanket" or "Miscellaneous" Purchase order is issued, Contractor will submit invoices to the Requisitioning Department and payments will be made on a monthly basis. Other Purchase Orders will be paid Net 30 days. Contractor shall indicate the Purchase Order number on all Invoices.

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

- 3.10.1 The majority of the Participants require inside delivery.
- 3.10.2 Participants will order on an as needed basis, therefore, no minimum delivery requirements will be accepted.
- 3.10.3 All items ordered under this contract shall be shipped FOB Destination, inside delivery, to any area of Jackson County, Missouri; Cass County, Missouri; Platte County, Missouri; Clay County, Missouri; Ray County, Missouri; Johnson County, Kansas; Leavenworth County, Kansas; and Wyandotte County, Kansas; and Douglas County, Kansas as called for on the purchase order. See below for specific delivery requirements for this Invitation to Bid and estimated annual usage for each entity.
- a) City of Bonner Springs, Kansas  
Requires delivery and stacking of cases in storage area. Normally orders on monthly basis.
  - b) City of Harrisonville, Missouri  
Requires delivery and stacking in storeroom at City Hall. Normally orders in 25 case increments.
  - c) Jackson County, Missouri  
All delivery locations are located throughout Jackson County, Missouri. The Assessment Department in the downtown Courthouse does NOT have elevator accessibility. Deliveries to the Assessment Department must be carried upstairs.

- d) Johnson County, Missouri  
Johnson County has a central stores warehouse and purchases truckload quantity for the 8.5 x 11 virgin paper only. Preference for all "virgin" products to be of same brand to allow mixing/matching for truckloads. The remaining items are ordered 1 pallet at a time. Preferred packaging is in half cases (5 reams).
- e) City of Lenexa, Kansas  
Delivery must be made at each location, including lower level City Hall. Delivery shall include unloading and "two wheeling" cases to the designated location. Deliveries shall occur quarterly; 1<sup>st</sup> quarter/January, 2<sup>nd</sup> quarter/April, 3<sup>rd</sup> quarter/July, 4<sup>th</sup> quarter/October. Additional delivery outside of the normal scheduled quarterly delivery must be made within 24 hours of placing order.
- f) City of Bonner Springs, Kansas  
Delivery must be unloaded and stacked in storage area. Normally order on a monthly basis.
- g) Little Blue Valley Sewer District  
Requires delivery and stacking in storeroom at the Administration Building and at the Atherton Wastewater Treatment Plant. Normally orders in 25 case increments.
- h) Miami County, Kansas  
Requires inside delivery.
- i) City of Blue Springs, MO  
Delivery includes at least four different building locations with seventeen total delivery destination points.

### 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.

### 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, 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. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should 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.

### 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 sub-contractors 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 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.

## 4.0 SPECIFICATIONS

### 4.1 DEFINITIONS:

- 4.1.1 Recovered material – Waste materials and byproducts that have been recovered or diverted from the solid waste stream. It does not include millbroke materials and by-products as generated from and re-used within an original manufacturing process. Recovered materials include: paper, paperboard, and fibrous waste after they have passed through their end usage as a consumer item: paper, paperboard and fibrous waste that enter and are collected from solid wastes; dry paper and paperboard waste generated from manufacturing or products made from paper (i.e. cuttings and trimmings of the paper machines and waste from printing, cutting, forming and other converting operations); rejected, unused stock, finished paper and paperboard from obsolete inventories of manufacturers, merchants, wholesalers, dealers, printers, converters, or others; fibrous by-products of harvesting, manufacturing, extractive, or wood cutting process, etc., and other forest residues; waste generated by the conversion of goods made of fibrous material; and fibers recovered from wastewater that otherwise would enter the waste stream.
- 4.1.2 Post-consumer Material – Post-consumer material is defined as only those products generated by a consumer which have served their intended end use and which have been separated or diverted from solid waste. Wastes generated during production of an end product are excluded.
- 4.1.3 Post-consumer Waste – Post-consumer waste is defined as waste produced by the end consumer of a material stream, particularly when the waste-producing use is not in the production of another product.
- 4.1.4 Millbroke – Any paper waste generated in a paper mill prior to the completion of the paper-making process. Millbroke is excluded from the definition of “Recovered Materials”.
- 4.1.5 Groundwood Sheets – Composed of non-permanent constituents of wood as well as chemical pulp and subject to deterioration in strength and color in the presence of sunlight, heat and air.

### 4.2 RECYCLED PAPER

- 4.2.1 Recycled content to be not less than thirty percent (30%) post-consumer waste (PCW). Manufacturer’s specification sheets must be submitted by the bidder upon request by the Program Coordinator.

### 4.3 GENERAL

All papers shall be long grain, resist curl and static, and give sharp, clear reproductions. Paper shall be relatively free of dark specks. Groundwood Sheets are not acceptable. White papers shall measure at a minimum, the specified brightness on the brightness scale, as shown on the pricing page.

### 4.4 VIRGIN PAPER

Virgin xerographic paper shall be dual purpose, premium No. 4 grade, in the weight specified on pricing page, long grain, resist curl and static, and give sharp clear reproduction. Groundwood sheets are not acceptable. Paper opacity shall measure a minimum of eighty (80) on the opacimeter. White papers shall measure a minimum of eighty-four (84) on the brightness scale, or as specified on the pricing page.

### 4.5 PACKAGING

All papers shall be packed in moisture proof wrap. Each ream wrapper and carton shall properly identify paper contents, manufacturer, and percentage of recycled content. Each ream shall contain five hundred (500) sheets. Johnson County, Kansas prefers half cases for ease of handling for staff (5 reams per case).

5.0 **PRICING and SUBMITTAL SECTION** - Bidders must complete this section in its' entirety and return in sealed envelope.

	Description	Est. Case Qty.	Unit:	Case Price:	Total	Brand Bid:	Brightness Bid:
a.	8.5 x 14, virgin, 20# white, brightness 84 or higher	151	case		-		
b.	8.5 x 11, virgin, 20# white, brightness 84 or higher	9200	case		-		
c.	8.5 x 11, virgin, 20#, white, brightness 92 or higher	320	case		-		
d.	8.5 x 11 virgin, color paper, 20#	120	case		-		
e.	11 x 17, virgin, 20# white, brightness 84 or higher	40	case		-		
f.	8.5 x 11, recycled, pastels, 20#, 30% minimum PCW.	30	case		-		
g.	8.5 x 11, recycled, pastels, 110# card stock.	10	case		-		
h.	8.5 x 11, recycled, Brights or Fluorescents, 20#.	30	case		-		
i.	8.5 x 11, recycled, Brights or Fluorescents, 110# card stock.	10	case		-		
j.	8.5 x 11, recycled, 67#, white, brightness 84 or higher, cover stock.	30	case		-		
k.	8.5 x 11, recycled, 28#, white, brightness 84 or higher.	30	case		-		
l.	8.5 x 11, recycled, 20#, white, brightness 84 or higher.	2883	case		-		
m.	8.5 x 11, recycled, 20#, white, brightness 84 or higher, 3-hole punched.	100	case		-		
n.	11 x 17 recycled, 20#, white, brightness 84 or higher.	5	case		-		
o.	8.5 x 14 recycled, 20#, white, brightness 84 or higher.	10	case		-		
p.	8.5 x 11 certificate bond, light cockle, white, 25% cotton	40	case		-		
q.	8.5 x 11 Card stock, virgin, white, brightness 84 or higher, 110#	4	case		-		
Total Cases (mixed)		13,013	<b>GRAND TOTAL</b>		-		
Payment Terms:							
Discount for Early Payment:							
Delivery Time (after receipt of order):							
Off Shelf Discount offered for items not specifically listed above:							

**REFERENCES:**

Contact Name	Company	Address	Telephone Number
1.			
2.			
3.			

**RENEWAL OPTION:**

The option to renew for up to two additional one-year contract periods 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.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

**BIDDER'S STATEMENT:**

Bidder to check (a) or (b), and (c) and (d) if Bidder agrees to statement, and sign below:

a) **STATEMENT OF NO OFFER**  Check  
 Bidder does not make an offer in response to this invitation

b) **STATEMENT OF FIRM OFFER**  Check  
 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 bid invitation.

c) **COOPERATIVE PURCHASING BY OTHER ENTITIES (NON-PARTICIPANTS) UNDER THIS CONTRACT**  Check  
 If awarded a contract as a result of this solicitation, I agree to sell at the same price and under the same terms of this Contract to any other Municipal, County, Public Utility, Hospital, or Educational Institution not specifically listed as a participant on page 4, but having membership in the Mid-America Council of Public Purchasing and located within the Greater Kansas City Metropolitan Trade Area. I agree to notify the Program Coordinator, MARC/KCRPC, in the event any Non-Participants want to utilize this contract, prior to filling any orders. All deliveries shall be F.O.B. Destination and there shall be no obligation on the part of any non-participant to utilize this Contract.

d) **DEBARMENT CERTIFICATION**  Check  
 The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by any of the Participants, State of Missouri, State of Kansas, or Federal government (as defined by 45 CFR 76).

Bidder's (Company) Name	Phone No
By: Name of Authorized Agent	Fax No
Title	Date
	E-Mail Address

SAMPLE FORMAT

COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out form completely. If a question refers to "past reports" and this is the first one, place "1st report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors) place "N/A" in the blank.

PLEASE BE SURE THIS REPORT IS SIGNED AND DATED BELOW.

I. COMPANY DESCRIPTION:

- A. Name of Company
B. Street Address
City State Zip
C. Telephone Number Area Code

II. COMPANY STATISTICS:

- A. Total Number of Employees:
B. Total Number of Employees Who are:
Women Black
Hispanic Oriental
American Indian

C. Has your company advertised for applicants since your report? YES NO

If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement.

D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program?

If so, please attach a detailed report of such changes.

E. Has there been any adjustments in your job prerequisites of your recruiting and intake procedures?

If so, please attach a detailed report of such changes.

F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants?

If so, please attach a narrative description of such efforts.

G. Are you attaching any other comment or concerns which you would like to have reviewed as a part of determining your compliance with your program?

List all minority contractors/suppliers (Minority/Women Owned Business Enterprises) with whom you have contracted during this reporting period.

NAME OF MBE/WBE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PRODUCT, SERVICE, AREA OR SCOPE OF WORK: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Figures for Employment Analysis section of this report were obtained from:

a. Available employment records \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

SAMPLE FORMAT

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

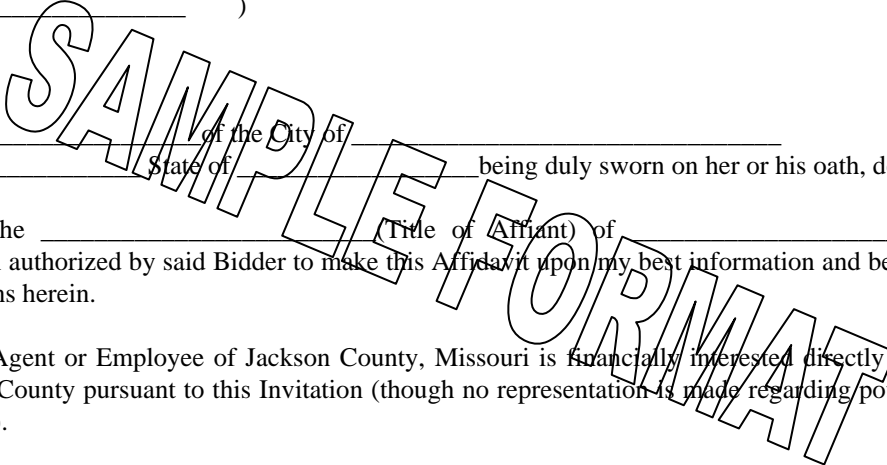
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (typed or printed)

\_\_\_\_\_  
Date

**AFFIDAVIT**

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



\_\_\_\_\_ of the City of \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_ being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on January 1, 2002 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. 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 the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.

\_\_\_\_\_ (Name of Bidder)  
By: \_\_\_\_\_ (Signature of Affiant)  
\_\_\_\_\_ (Title of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the County of \_\_\_\_\_ (SEAL)

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

My Commission Expires: \_\_\_\_\_

## APPENDIX C – JACKSON COUNTY, MO INSURANCE REQUIREMENTS

### **CONTRACTOR'S LIABILITY INSURANCE**

Contractor shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Contractor's operations under the Contract, whether such operations be by itself or by anyone for whose acts it may be liable:

- (A) claims under workers compensation, disability benefits and other similar employee statutes;
- (B) claims for damages for bodily injury, occupational sickness or disease, or death of its employees and any person other than its employees;
- (C) claims for damages for personal injury sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- (D) claims for damages for injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (E) claims for damages for bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle whether it is owned, non-owned, hired or rented.

The insurance required by the preceding paragraph shall be written for not less than a combined single limit for bodily injury and property damage of \$1,000,000.00 each occurrence.

The Contractor will be required to have the County named as an additional insured on all liability policies of insurance.

### **CONTRACTUAL LIABILITY INSURANCE**

The insurance required by the preceding paragraph shall include contractual liability insurance applicable to the Contractor's indemnification obligations under other paragraphs of the Contract.

### **SUBCONTRACTORS**

If Contractor shall subcontract any of this work to a third party, Contractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to the County. Contractor will cause all such policies of insurance to name the County as additional insured and provide indemnification for the County against liability upon the risks insured thereby to the amount of coverage specified therein for the Contractor.

### **FILING OF CERTIFICATES OF INSURANCE AND POLICIES WITH THE COUNTY**

The Contractor shall file with the County upon request a copy of all policies of insurance required under the Contract.

Within ten (10) calendar days of the date when requested or before commencement of the work, Contractor shall file with the County's Purchasing Director certificates acceptable to him of the insurance required by the Contract. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice of cancellation has been given to the County's Purchasing Director. Failure to so file these certificates is a breach hereof.

APPENDIX D – JOHNSON COUNTY, KANSAS INSURANCE REQUIREMENTS

INSURANCE: The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below

A. Commercial/General Liability

\$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum \$1,000,000 aggregate.

B. Worker's Compensation and Employer's Liability

1. Worker's Compensation Statutory  
(include all states endorsement)
2. Employer's Liability \$100,000 each occurrence

C. Automobile Liability

\$500,000 combined single limit per occurrence for bodily injury and property damage. Coverage will include owned and non-owned vehicles used in the course of business.

Before entering into a contract, the successful bidder shall furnish to the Johnson County Risk Manager a Certificate of Insurance verifying such coverage.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of County Commissioners  
Johnson County, Kansas  
c/o Risk Manager  
Office of Financial Management, Purchasing Division  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3441

This Bid Request No. shall be referenced on the Certificate of Insurance.

Prior to any reduction in coverage or limits, or cancellation, the Board of County Commissioners, Johnson County, Kansas its officers, commissions, Agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, commissions, Agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.