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 91
YEARLY CONTRACT FOR ETHICS, SAFETY AND FRAUD HOTLINE AND CASE MANAGEMENT SERVICES
Issued: December 20, 2019

PROPOSALS MUST BE RECEIVED BY: January 16, 2020 1:00 p.m. CST
(Late proposals will not be accepted for any reason)
RETURN PROPOSALS TO: Program Coordinator by electronic email ONLY in PDF
SUBJECT LINE: RFP 91 Closes 1/16/20 1:00 p.m. and Bidder/company name
CONTACT AND CLARIFICATIONS: Submit in writing to Rita Parker, Program Coordinator, MARC/KCRPC
E-mail: rita.parker@kcrpc.com
CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 3:00 p.m. on January 3, 2020
NOTICE OF AWARD: Expect to announce by March 1, 2020
CONTRACT PERIOD: April 1, 2020 through March 31, 2022
(with option to renew for 3 additional one-year periods and subject to
adjustment based on award date)

♦ MARC/KCRPC reserve 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 91

MARC/KCRPC is seeking proposals for interested firms or individuals to provide ethics, safety and fraud hotline and case management services, as a yearly contract. Proposals due 1/16/20 1:00 p.m. CST. Visit www.marc.org/kcrpc or www.demandstar.com for document or contact rita.parker@kcrpc.com.

Published: Kansas City Star 12/27/19
The Call 12/27/19
Kansas City Hispanic News 12/26/19
www.demandstar.com 12/20/19
www.marc.org/kcrpc/ 12/20/19
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 the Mid-America Council of Public Procurement (MACPP), a regional organization of public sector purchasing professionals and a local chapter of NIGP – The Institute for Public Procurement (NIGP), initiated the Kansas City Regional Purchasing Cooperative (KCRPC).

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 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.

SCOPE:
MARC/KCRPC is requesting proposals for an ethics, safety and fraud reporting hotline for municipal employees. Reports may include but not be limited to harassment, discrimination, assault/safety, fraud, corruption or other criminal or unethical activity. The system provides employees with a confidential, third-party option to resolve workplace issues rather than addressing matters outside of the public employer. This is an internal service that will be advertised and limited to employees and therefore excludes reports from the general public.

MARC/KCRPC will hold a master agreement from which partnering cities may procure services. The initial proposal will be for the three cities identified below with their full-time employee counts (excludes part-time and seasonal employees).

City of Blue Springs, MO - 315
City of Independence, MO – 1036
City of Lee’s Summit, MO - 584

The proposed pricing and awarded contract will be made available and promoted to MARC/KCRPC members.

Respondents shall agree to extend agreement and terms of contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization located within the Greater Kansas City Metropolitan Trade Area. Eligible agencies include members of MARC, or members of any chapter affiliate of NIGP and located within the Greater Metropolitan Kansas City trade area. All sales will be made in accordance with the terms, and conditions of the Request for Proposal, and any subsequent contract. There shall, however, be no obligation under the cooperative procurement agreement for an agency to use the contract. All sales shall include the 1.5 percent administrative fee.
3. **OBJECTIVES:**

The following is a list of desired functionalities for the reporting hotline and case management system.

- Easy/intuitive interface and management.
- A toll-free number with access for employees 24 hours a day, 7 days a week, and 365 days per year.
- An online reporting portal or email to supplement the toll-free hotline with the ability to customize/brand landing pages with MARC/KCRPC logo.
- Effective questioning to obtain a thorough statement.
- Ability to request and store supporting evidence.
- Technical assistance to advise employers on how to successfully navigate and remedy situations that are reported.
- Ability to accept reports for all participating entities through a single number/portal with back-end functionality to segregate reports by jurisdiction.
- Ability to prepare benchmarking reports for MARC/KCRPC and participating agencies that mask all personally identifiable information but display aggregate information on the number and types of hotline reports received and their resolutions.
- Newsletters and promotional materials (i.e. posters).
- Training seminars for supervisors/management on the system.

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 MACPP 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. “MACPP” refers to the Mid-America Council of Public Purchasing.
   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.
2. **SUBMITTAL REQUIREMENTS:** All proposals should contain the following information in the order in which it appears within this document. Proposals are meant to clearly communicate the potential firm’s qualifications for the project and, therefore, should provide information in a clear and concise manner. Firms are encouraged to limit their responses to only material that is relevant to the scope of this project.

   a. **Transmittal Letter - Limited to two (2) pages; to be submitted on the respondent’s letterhead**
      Must include:
      i. Legal name, address and telephone number
      ii. Number of years in business
      iii. Number of employees
      iv. Name of the Point of Contact
      v. Brief narrative on the project approach and services provided
      vi. Signature of a person authorized to represent and bind the firm

   b. Bio(s) of the named Point of Contact and any other key personnel involved in the delivery of services

   c. Description of the services to be provided in accordance with Section 1, Subsections 2 & 3 of the RFP (Scope of Work and Objectives). Specify how the respondent meets desired features.

   d. Implementation schedule of steps required to launch the service from the time a contract is executed.

   e. Description of experience in providing similar services to public employers in the past five years.

   f. **Pricing**
      i. Include pricing for:
         1. Per employee per year
         2. Pricing with quantity discounts based on number of users - aggregated discounts
         3. Multiple year discounts
         4. Any other fees?
      ii. If any of the desired features listed under the Objectives section is only available at extra cost, include pricing for that feature as a separate line item.
      iii. Indicate if any agency currently using your product, may take advantage of the proposed pricing immediately (after award of a contract).

   g. Provide a minimum of three (3) references of customers for whom you have completed similar services. Include contact names, telephone numbers and addresses. Public entities or organizations that are similar in size and type to MARC are preferred.

   h. **Proposed Service Agreement – MARC/KCRPC will enter into a master agreement with the contractor for the purposes of defining the key elements and fee schedules. The proposal should include a proposed service agreement that each ordering agency will execute as a supplemental cooperative purchase agreement under the terms of the master agreement.**

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, proposer must contact Program Coordinator.

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 above 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 electronically to Program Coordinator, rita.parker@kcrpc.com 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.

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 claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind (including attorneys’ fees and litigation expenses) and character arising out of or 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, MO 64105. 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. **AGGREGATED DISCOUNTS:** Discounts offered will be adjusted, based on offered aggregated discount for sales volume made against the contract on quarterly basis. Pricing and discounts shall be documented in aggregate per quarter for all orders received under this contract. If a price break point is reached in the current quarter, the next price break, or new discount, shall be effective the beginning of the following month. Aggregate numbers for the previous quarter shall be reported to the Program Coordinator by the 10th calendar day of the following month. Failure to comply may result in contract termination. The price break, or new discount, in effect at time of renewal options, shall remain the same as the previous quarter. Aggregated discounts shall not revert back to the higher percentage. A contract modification will be issued when the current discount level changes. Quarterly periods are January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31.
1. **INSURANCE:**

The contractor agrees to secure and maintain throughout the duration of any service agreement derived from this proposal insurance of such types and in at least such amounts as set forth below from an insurance company which carries a Best’s Policyholder rating of “A-“ or better and carries at least a Class “VIII” financial rating, unless otherwise agreed to by the ordering agency. All policies shall be on an occurrence basis unless otherwise agreed and cover sub-contractors and independent contractors performing work on behalf of the contractor under the master agreement. The contractor shall provide certificate(s) of insurance confirming the required protection on the standard Acord insurance certificate forms. The certificate(s) shall be filed with the ordering agency prior to commencement of any work.

**Professional Liability:** The contractor shall maintain throughout the duration of any service agreement and for a period of three (3) years after the termination of any contract, Professional Liability Insurance.

Limits -
- Each Claim: $1,000,000
- General Aggregate: $1,000,000

**Commercial General Liability:** The ordering agency shall be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance.

Limits -
- Each Occurrence: $1,000,000
- Personal & Advertising Injury: $1,000,000
- Products/Completed Operations Aggregate: $1,000,000
- General Aggregate: $2,000,000

**Automobile Insurance:** Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
- Any Auto; OR
- All Owned Autos; Hired Autos; and Non-Owned Autos

Notwithstanding the foregoing, should the contractor not own any automobiles, the automobile liability requirements shall be amended to allow the contractor to maintain only Hired and Non-Owned Auto protection.

Limits -
- Each Accident; Bodily Injury and Property Damage: $1,000,000

**Worker’s Compensation:** The insurance shall protect the contractor against all claims under applicable state Worker’s Compensation laws. Service Provider shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers’ Compensation law. The policy limits shall not be less than the statutory limits currently applicable. Coverage shall extend to include the “All States” endorsement.

**Employer’s Liability** (Provision under the worker’s compensation program):

Limits -
- Bodily Injury by Accident: $100,000 Each Accident
Bodily Injury by Disease: $500,000 Policy Limit
Bodily Injury by Disease: $100,000 Each Employee

**Exposure Limits:** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the contractor nor has MARC/KCRPC assessed the risk that may be applicable to the contractor. The contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. Any deviation from the requirements set forth in this Insurance section may be allowed by the ordering agency.

Each ordering agency may establish its own insurance terms and the contractor shall notify the ordering agency of any additional costs to comply with such terms. A certificate of insurance and any required endorsements must be provided, upon the request and to the satisfaction 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:

- Respondent’s experience in providing similar services to municipalities during the past five years.
- Functionality of the proposed technology and services.
- Respondent’s approach to and understanding of the Scope of Services required in the RFP.
- Cost and discounts
- Overall responsiveness to this RFP
- See Section 4 for evaluation criteria and scoring.

The selection committee may request additional submittals, clarifications and demonstration of products, 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 administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 18% will 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 91” and reference quarter of sales 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 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 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 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
- Timely delivery of product or services
- Quality of products/service
- Timely and accurate submission of Contractor’s Sales Report
- Timely payment of Administrative Fees

7. **TIME OF DELIVERY** - Not applicable - no physical delivery for services.
### SCORING RANGES

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<th>25 Point Questions</th>
<th>10 Point Questions</th>
<th>5 Point Question</th>
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<tr>
<td>Outstanding</td>
<td>25 - 30</td>
<td>9 - 10</td>
<td>5</td>
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<td>Exceeds Acceptable</td>
<td>19 - 24</td>
<td>7 - 8</td>
<td>3 - 4</td>
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<td>Acceptable</td>
<td>13 - 18</td>
<td>5 - 6</td>
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<td>Marginal</td>
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<tr>
<th>Evaluation Criteria</th>
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<tr>
<td>1 Evidence of Experience, Reliability &amp; References:</td>
<td>25</td>
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<tr>
<td>Is the respondent experienced in providing services similar to those requested in the RFP?</td>
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<td>2 Functionality of the Service:</td>
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<td>Is the service offered by the respondent easy to use? Does the service and any related technology meet the objectives of the RFP?</td>
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<td>3 Overall Responsiveness to the RFP:</td>
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<td>Consider whether all requested information was furnished by the respondent in the format required by the RFP.</td>
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<td>4 Timeliness:</td>
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<td>Ability to implement in a timely and efficient manner.</td>
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<td>5 Project Approach:</td>
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<td>Evaluate the respondent’s approach to and understanding of the Scope of Services required in the RFP.</td>
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<td>6 Cost:</td>
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<tr>
<td>Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</td>
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**Ranked By: ___________________**

**TOTAL POINTS**

(100 Possible)
APPENDIX A

BIDDER WARRANTIES

A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.

D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: ________________________________

Name (Printed): ________________________________

Title: ________________________________

Date: ________________________________
APPENDIX B
AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION 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 ____________________________________________ (Firm Name) and have been authorized by said firm to make this affidavit on its behalf;

2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly in what Bidder is offering to sell to the PARTICIPANTS pursuant to this Invitation;

3. If Bidder were awarded any contract, job work or service for MARC/KCRPC OR PARTICIPANTS, no officer, agent or employee of the city would be financially interested in or receive any benefit from the profit or payments of such;

4. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.

__________________________________________ (Firm Name)
By: ___________________________________________ (Signature)
__________________________________________ (Printed Name)
__________________________________________ (Title)
Mailing Address ____________________________________________
Phone___________________ FAX ______________________
E-mail Address: ____________________________________________

Subscribed and sworn to before me this _____ day of _________________, 2008.

__________________________________________
NOTARY PUBLIC in and for the County of _________________
State of ____________________________________________

(SEAL)

My commission expires: ________________________
APPENDIX C
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE
(Appplies to non-Federal funded projects)

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

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

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

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:
   a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
   b. A completed copy of this exhibit.
   (NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror’s discharge paper to this Exhibit.)

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

<table>
<thead>
<tr>
<th>Veteran Information</th>
<th>Business Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name of Service-Disabled Veteran</td>
<td>Service-Disabled Veteran Business Name</td>
</tr>
<tr>
<td>Service-Disabled Veteran’s Signature</td>
<td>Street Address</td>
</tr>
<tr>
<td></td>
<td>City, State and Zip</td>
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</tbody>
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5/27/10