



## 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 AMMUNITION BID NO. 106 - Issued Jan. 27, 2023

- BIDS MUST BE RECEIVED BY:** Feb. 17, 2023 1:00 p.m. Local Time  
(Late bids will not be accepted for any reason)
- BIDS WILL BE OPENED AT:** Feb. 17, 2023 1:00 p.m. Local Time,
- RETURN ELECTRONIC BIDS TO:** Program Coordinator by electronic email ONLY in PDF and Excel Format
- SUBJECT LINE:** Bid 106 - Opens Feb. 17, 2023 with Company Name
- CLARIFICATIONS:** Requests for clarification will not be accepted after 3:00 p.m. on Feb. 8, 2023  
Submit in writing to:
- Rita Parker, Program Coordinator, KCRPC
  - E-mail: [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)
- NOTICE OF AWARD:** Expect to announce by Mar. 1, 2023
- CONTRACT PERIOD:** April 1, 2023 to March 31, 2025 (with option to renew for three (3) additional one-year periods and subject to adjustment based on award date)
- MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.
  - If Bidders received this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.
  - It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents.
  - Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals, or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

## **TABLE OF CONTENTS:**

Cover Page	1
Table of Contents	2
Legal Advertisement	2
1.0 Introduction	3 - 4
2.0 Specific Requirements	5 – 8
3.0 General Conditions (Award and Post-Award)	9 - 12
4.0 Specifications	13
5.0 Pricing and Submittals	14 - 17
Appendix A Pricing List and Excel spreadsheet attachment)	18
Appendix B Cooperative Purchasing	19
Appendix C Bidder Warranties	20
Appendix D Missouri Disabled Veterans Preference	21
Appendix E Authorization and Certification of Non-Collusion	22

## **LEGAL ADVERTISEMENT**

MARC/KCRPC is seeking bids for ammunition on behalf of local government agencies. Bid No. 106 due by 2/17/23 1PM CST. Documents available at [www.marc.org](http://www.marc.org) and [www.demandstar.com](http://www.demandstar.com) , or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published:	Kansas City Star	Jan. 27, 2023
	Kansas City Call	Jan. 27, 2023
	Kansas City Hispanic News	Jan. 26, 2023
	MARC	Jan. 27, 2023
	DemandStar	Jan. 27, 2023

**SCOPE:** MARC/KCRPC will accept separate bids from qualified persons or firms interested in providing ammunition, as a yearly contract for local governmental agencies (Participants) in the Greater Metropolitan area in Kansas and Missouri. The contract will be marketed to, and available for use by, other agencies under the cooperative purchasing clause, if successful bidder agrees to allow. Estimated quantities specified herein, are for evaluation purposes only. Ammunition will be ordered by the Participants, on an as needed basis, throughout the contract period.

The contract includes "off shelf clause" allowing additional ammunition, not specifically listed, to be purchased at the stated discount offered for each manufacturer line the bidder represents. All quoted pricing shall include the one and one-half percent MARC/KCRPC administrative fee built into the unit pricing. The initial contract will be a two-year contract with three one-year renewal options available.

## **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 and one-half percent (1.5%) fee to be paid quarterly by the contractor, to MARC/KCRPC, based on gross sales to the Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11     The "specifications" include Section 4.
  - 1.1.12     A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
  - 1.1.13     The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
  - 1.1.14     The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed by each Participant.
  - 1.1.15     The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

## 1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving a nine county region, and 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 provides professional purchasing expertise and recommendations. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

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

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

## 1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities. Additional Participants may be added under an addendum before the bid opening, or by modification, during the contract period(s), if the successful bidder agrees to allow cooperative purchasing.

- Unified Government of Wyandotte County, Kansas City, Kan., Police Department
- City of Independence, Mo.
- Johnson County, Kan., Sheriff's Office
- Kansas City, Kan., Public Schools – Police Department

## **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.

### **2.2      CONTRACT PERIOD**

- 2.2.1 This invitation to bid is for a yearly contract for an initial two-year period, with option to renew for three (3) additional one-year renewal periods.
- 2.2.2 The option to renew shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Producer Price Index (PPI) for Small Arms Ammunition Manufacturing (Series ID PCU332992332992) without approval of the Program Coordinator and the Participants.

### **2.3      SUBMISSION & ACCEPTANCE OF BIDS**

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Section 5.0 and Appendices MUST be completed and submitted by electronic mail to Program Coordinator by date and time stated on cover page, with any addendums in PDF and Excel format. Bidders shall retain a copy for their records. Bidders must confirm receipt of submittal with Program Coordinator, the documents were received prior to bid date and time in the event spam programs block submissions.
- 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 electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
- 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

### **2.4      EXPLANATION TO BIDDERS (CLARIFICATIONS)**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven (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 may not be accepted after the date and time of closing under any circumstances.

**2.7 DISCOUNTS & BID EVALUATION**

Discounts offered for prompt (early) payment will be considered in bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e., Visa, Mastercard, etc.).

**2.8 TAX-EXEMPT**

It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible 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.

**2.10 ALTERNATE BIDS – No substitutions of brands are allowed under this bid, unless bid designates otherwise.**

**2.11 QUALIFICATIONS OF BIDDERS**

2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.

**2.12 BID OPENING PROCESS – Not Applicable – Submittals by electronic mail only.**

**2.13 REQUEST FOR BID TABULATIONS**

Requests for bid tabulations must be submitted in writing to the Program Coordinator, by electronic mail. Bid tabulations will be available for distribution the next business day following the bid opening and posted at [www.demandstar.com](http://www.demandstar.com).

**2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS**

Upon written request by the Program Coordinator, Bidders must submit manufacturer's specification sheets (including material safety data sheets), for each brand being bid to be considered for award. Failure to submit specification sheets will result in rejection of your bid.

**2.15 QUANTITIES**

Quantities listed herein are only yearly estimates and do not obligate any of the Participants to purchase listed quantities. Purchase orders will be issued by each Participant, on an as needed basis. Participants assume no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Participant's rejection and return at Contractor's expense.

- 2.16 **TRANSPORTATION CHARGES**  
All terms of delivery or conditions of this order are F.O.B. destination.
- 2.17 **ESCALATION/DE-ESCALATION CLAUSE - Not applicable to this bid**
- 2.18 **OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS**  
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.
- 2.19 **FORMS**  
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.20 **COMPLIANT WITH APPLICABLE LAWS**  
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.
- 2.21 **ANTI-TRUST**  
Submission of a bid constitutes an assignment by 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) Not applicable to current Participants.
- 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 – Not Applicable to this Bid

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.

2.1.5 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, 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 counterproposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

##### 3.1.2 EVALUATION OF BIDS

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, 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 the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid is equal, or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- c) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

##### 3.1.3 AWARD PROCESS

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

##### 3.1.4 NOTICE OF AWARD.

After considering the basis of award and evaluation of bids, the Program Coordinator will, within ninety (90) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Contractor will have ten calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

#### 3.2 CONTRACT TERMS

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

### 3.3 EXECUTION OF AGREEMENT

- 3.3.1 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and becomes the agreement and contract between the parties hereto.
- 3.3.2 The Program Coordinator will submit Agreement to the MARC Executive Director for final approval after Participants provide their award recommendation. Upon approval by MARC, the agreement will be sent to the successful Bidder who shall sign and return to the Program Coordinator. The final agreement will be executed by the MARC Executive Director and the successful Bidder to provide 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 to the Contractor, by the Participants, is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award and Agreement.
- 3.3.3 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts against the MARC/KCRPC contract. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC is utilized. The Participant will make the final determination on their existing contracts.

### 3.4 CHANGES

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

If the bidder agrees to provide products and/or services under this contract to Non-Participants, the bidder shall check the appropriate response on Appendix B. Eligible entities will be located within the Greater Kansas City Metropolitan region. MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partners will be expected to be responsible for any applicable sales tax.

### 3.7 COMPOSITE REPORT AND PAYMENTS

- 3.7.1 The successful bidder(s) shall furnish to MARC/KCRPC:
  - a) Payment of the Administrative Fee to MARC/KCRPC, based on gross sales for each quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, and reference "KCRPC Bid 106" with quarterly period (i.e., 23-Q2) on each payment. All payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659.
  - b) A composite report of all contract purchases against any and all purchase orders issued against this contract shall be submitted by electronic mail to Program Coordinator. The report shall include, at a minimum: Ordering entity, purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices. The report shall be totaled for the accumulated dollar amount spent within the particular quarterly period. Copies of invoices to ordering entity may be submitted, in lieu of a composite report. An Excel spreadsheet is the preferred format for the composite report.
- 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 one and one-half percent per month until paid.
- 3.7.3 Reports and payments of fees under this contract shall be due thirty (30) calendar days after the end of each quarter.

#### 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

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. Orders may be placed by phone, fax, or electronic mail to the Contractor. All orders must reference the MARC/KCRPC Bid Number to ensure contract pricing. The Participants may choose to issue a purchase order or blanket purchase order.

#### 3.9 FUND ALLOCATION

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

#### 3.10 DELIVERY REQUIREMENTS – See Section 4.0

#### 3.11 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

#### 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. When, in the MARC/KCRPC and Participants' opinion, delivery time becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere. If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be terminated. It is agreed that both options may be taken with no liability to MARC/KCRPC or the Participants

#### 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 as specified by the ordering entity. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e., 1000/M, case, box, each). Any invoices received with incorrect units of measure, may be corrected, and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.

#### 3.15 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

#### 3.16 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.17 GENERAL GUARANTY AND WARRANTY

- 3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his 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. 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 Participant is located. 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 electronic 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

Subject to the provisions below, any contract derived from this bid 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 or Participants until said work or services are completed and accepted.

3.22.1 Termination for Convenience

In the event the contract is terminated or cancelled upon request and for the convenience of MARC/KCRPC and Participants, without the required 30 days advance written notice, then MARC/KCRPC and Participants shall negotiate reasonable termination costs, if applicable.

3.22.2 Termination for Cause

Termination by MARC/KCRPC or Participants 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 days advance notice requirement is waived in the event of Termination for Cause.

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

#### 4.0 **SPECIFICATIONS and DELIVERY LOCATIONS**

<b>Agency</b>	<b>Address</b>	<b>Contact and Phone</b>
Kansas City, Kan. Police Department	4800 N. 47 <sup>th</sup> Kansas City, Kan. ***Address is not GPS accessible – must call prior to delivery***	Capt. John Grosko 913-217-0798
Kansas City, Kan., Public Schools – Police Department	2220 N. 59th St. Kansas City, Kan. 66104	Sy Colaco, Deputy Chief of Police 913-279-8413
City of Independence, Mo.	223 N. Memorial Dr. Independence, Mo. 64050	Sgt. Jeff Lowe 816-325-7761
Johnson County, Kan. Sheriff's Office	Sheriff's Office Training 27745 W 159 <sup>th</sup> St. New Century, Kan. 66031	Jennifer Stove 913-715-5720
Tonganoxie, Kan. Police Department	128 E. 6 <sup>th</sup> St. Tonganoxie, Kan. 66086	Lt. Brandon Marshall

Most orders will be placed one to three times annually, depending on usage and needs. For storage reasons, the Participants may elect to receive the product in split shipments, not to exceed three shipments.

Deliveries requires lift gates.

The ammunition must be pressure tested and manufactured using ALL NEW COMPONENTS to include Case, Primer, Powder, and Bullet. Full metal jacket ammunition may be packaged in bulk, but the items marked (no substitutions) must be packaged in a manner to reasonably protect each round during shipping and storage. All components must be manufactured, and final product assembled within the United States of America to ensure quality control.

All ammunition will be newly manufactured and complete.

Ammunition is to be packed in 50 rounds per box, 1000 rounds per carton.

Supplier is responsible to replace any faulty ammunition. Supplier is liable to replace any weapon damaged by use of faulty ammunition.

Loading machine must utilize a failsafe powder charge control to detect over or under charges of powder.

Cartridge cases: Once Fired reloaded brass. Cases must be free of dents, cracks, or rupture. Aluminum cases are not acceptable and should not be bid. Empty cases must be cleaned before loading to ensure removal of powder and lubricant residue along with any other foreign material. Cases must be full length resized to within SAAMI specifications during the reloading process.

Primer Specifications: Non-corrosive, non-mercuric primers. Primers to be properly seated and of uniform hardness. Misfires shall not exceed .5% in any weapon with a hammer fall within factory specifications.

Powder Specifications: Smokeless powder to produce specified velocities within SAAMI pressure ranges. Salvage or surplus powder is not acceptable.

Cleanliness and appearance: Ammunition must be clean and free of oil, bullet lubricant, and any other residue caused by the manufacturing process.

**5.0 PRICING and SUBMITTAL SECTION -**

Bidders must complete this section and all appendices in its' entirety and return. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail.

		Bidder's Response:
A.	Total bid amount (carried over from Appendix A Pricing)	\$
B.	Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days? <i>Discount will be used for evaluation purposes.</i>	Yes or No If yes, state terms ____% Net ____ days (calendar)
C.	Do you offer an "off shelf" discount for other ammunition, not specifically listed above? <i>State discount offered for each available manufacturer and attach price lists or links to posted price lists. If multiple manufacturers are available, with varied discounts, the discount offered is to be clearly marked on each price list.</i>	Yes or No If yes, state discount ____% Attach price sheet for each manufacturer.
D.	Inventory levels: Bidder must provide inventory levels maintained to fulfill all orders under this contract within the above stated delivery times.	State here or attach separate sheet if needed:
E.	Warranty – Bidders are to provide warranty information on all products bid. Attach separate sheet if necessary.	

**REFERENCES: -**

Provided three (3) references for service provided within the past five (5) years that are comparable to services described in the scope of the project.

	Reference 1	Reference 2	Reference 3
Contact Name			
Title			
Company or Agency			
City, State			
Area code & phone number:			
Email			
Services Provided:			
Date services provided:			

**KEY PERSONNEL:** List staff members that will be responsible for all work performed under this contract: (attach separate sheet if necessary). Describe your company's experience in the industry. Identify the key individuals who will be responsible for the contract. Describe the level of experience and credentials of the individuals assigned to this project.

Name	Qualifications	Training	Experience
a.			
b.			
c.			

**SUBCONTRACTORS:** Bidders must include information and references for any subcontractors to be used under this work.

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

**AVAILABLE EQUIPMENT:** Available equipment means equipment to be used for work specified in the bid that is in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment, if applicable. This will apply if bidder owns fleet for deliveries.

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

Complete the following contact information:

	<b>Emergency Contact: 24-hour</b>	
Name:		
Phone:		Mobile:
Fax:		
Email:		

	<b>Ordering:</b>	
Name:		
Phone:		Fax:
Email:		

	<b>Remittance (Invoice payments):</b>	
Name:		
Address:		
City, state, zip		
Phone:		Fax:
Email:		

	<b>Technical Support:</b>	
Name:		
Phone:		Mobile:
Email:		
Web:		

	<b>Sales Reporting and Administrative Fees:</b>	
Name:		
Phone:		Fax:
Email:		



BIDDER'S CHECKLIST:

- ☐ Acknowledge Addenda (if any) by signing and including with electronic submittals. Confirm if addendums were issued, by either contacting the Program Coordinator, or verifying at [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com)
- ☐ Complete Section 5.0 and Appendices A through E its' entirety, submit a complete packet in PDF format and Appendix A in Excel format. Submit by electronic mail to Program Coordinator ONLY. Do not submit originals in regular mail.
- ☐ Acknowledge the administrative fee will be reported on quarterly sales reports and remit administrative fee to MARC.

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

- ☐ (a) Bidder does not make an offer in response to this invitation.
- ☐ (b) 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.

_____ Bidder's (Company) Name	_____ Phone No.
By: _____	_____
_____ Signature of Authorized Agent	_____ Print Name of Authorized Agent
_____ Title	_____ Tax ID No.
_____ Address	_____ E-Mail Address
_____ City/State/Zip	_____ Date



## APPENDIX A - PRICING Bid No. 106

Submit Pricing using the Appendix A Excel attachment  
BIDDER'S NAME: \_\_\_\_\_

Item No. -	Agency	Specification	Substitutes Allowed with approval?	Usage	Agency Qty (RDS)	COMBINED Estimated Annual Usage	Per Rtd Price	BIDDER'S RESPONSE:				Brand Bidding:	Delivery Time (after receipt of order)
								Total (Column G x H) - *Do not alter formulas	Rds per Box	Box Price	Tds per Case	Case Price	
1	INDEP	2444SSP (23.62 gr GDHP)	YES	Duty	10,000	10,000	\$	-					
2	INDEP	CCI/30	YES	Practice	20,000	20,000	\$	-					
3	KCKPD	CTS 2581	NO		120	120	\$	-				No substitutes allowed	
4	JOCO SHERIFF'S	AE223X	YES	Training	75,000	75,000	\$	-					
5	INDEP	AE223NX	YES	Practice	10,500	10,500	\$	-					
6	JOCO SHERIFF'S	FED/AE9AP	YES	Training	50,000	50,000	\$	-					
7	INDEP	FED/GM308M500	YES	Duty	10,000	10,000	\$	-					
8	JOCO SHERIFF'S	FED/LE223T1	NO	Duty	6,000	6,000	\$	-				No substitutes allowed	
9	INDEP	FED/LE308T1	YES	Duty	500	500	\$	-					
10	INDEP	Federal Premium LE12700	YES	Practice/Duty	5,000	500	\$	-					
11	KCKPD	SPEER/53620	NO	Practice	120,000	133,000	\$	-				No substitutes allowed	
12	JOCO SHERIFF'S	SPEER/53620	NO	Training	13,000	100,000	\$	-					
13	KCKPD	SPEER/53652	NO	Practice	20,000	33,000	\$	-				No substitutes allowed	
14	KCKPD	SPEER/53962	NO	Duty	5,000	7,000	\$	-				No substitutes allowed	
15	KCKPD	SPEER/54226	NO	Duty	2,000	22,000	\$	-				No substitutes allowed	
16	INDEP	54226 Winchester - 9mm, 147gr., Bonded Jacketed Hollow Point	YES	Duty	10,000	1,000	\$	-					
17	INDEP	53620 Winchester - 9mm, 147gr., FMJ	YES	Practice	150,000	150,000	\$	-					
18	TONGANOXIE	SPEER/53617 9MM LUG+P 124 GR GDHP AMMO	NO	DUTY		1,000	\$	-				No substitutes allowed	
OPTIONAL	TONGANOXIE	HORNADY/50215 AMMO 9MM LUGER+P 124 GR CRITICAL DUTY* LE	NO	DUTY		1,000	\$	-				No substitutes allowed	
							TOTAL BID:	\$	-				
							CARRY TOTAL TO SECTION 5.0						

Delivery time for **Emergency Orders**: (will be used for evaluation) F.O.B. destinationState if there is an additional cost for **Emergency Orders**?

## Appendix B

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX C**

### **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 D**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**  
(Applies to non-Federal funded projects)

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

**Definitions:**

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

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

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

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

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

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

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

Veteran Information

Business Information

---

Print Name of Service-Disabled Veteran

---

Service-Disabled Veteran Business Name

---

Service-Disabled Veteran's Signature

---

Street Address

---

City, State and Zip

5/27/10

APPENDIX E

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

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