



**KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

A Partnership of :  
MoKan Council of Public Procurement  
and  
Mid-America Regional Council  
and  
Local Governments  
Acting as the lead agency offers the following

**INVITATION FOR BID**

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

**STAFFING SERVICES FOR RN/LPN TEMPORARY SERVICES  
BID NO. 117 - Issued May 16, 2025**

- BIDS MUST BE RECEIVED BY:** June 6, 2025 1:00 P.M. Local Time  
(Late bids will not be accepted for any reason)
- BIDS WILL BE OPENED AT:** June 6, 2025 1:00 P.M. Local Time,
- RETURN ELECTRONIC BIDS TO:** Program Coordinator by electronic mail in PDF and XLS format only
- SUBJECT LINE:** Bid 117 – Opens June 6, 2025 – Bidder/Company Name
- CLARIFICATIONS:** Requests for clarification will not be accepted after 3:00 p.m. on May 22, 2025  
Submit in writing to Rita Parker, Program Coordinator [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)
- NOTICE OF AWARD:** Expect to announce by June 16, 2025
- CONTRACT PERIOD:** July 1, 2025 to June 30, 2027 (with option to renew for three (3) additional one-year periods and subject to adjustment based on award date)
- ❖ MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.
  - ❖ If Bidders receive this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.
  - ❖ It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the bidding documents.
  - ❖ Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered 20public 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**

### Invitation to Bid #117

MARC/KCRPC is seeking bids for temporary RN/LPN staffing agency on behalf of area agencies. Bids due by 1PM 6/6/25. Visit [www.demandstar.com](http://www.demandstar.com) or [www.marc.org](http://www.marc.org) for documents or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published:	Kansas City Star	5/16/25
	The Call	5/16/25
	Kansas City Hispanic News	5/15/25

[www.marc.org](http://www.marc.org)  
[www.demandstar.com](http://www.demandstar.com)

SCOPE: Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC), will accept separate sealed bids from qualified persons or firms interested in providing qualified, licensed temporary staffing services to include RN, LPN, MA, ARNP and other similar classifications for local health departments (Participants). Temporary staffing must meet Kansas and Missouri state regulations for giving vaccinations and testing for coronavirus, tuberculosis (TB) or any other disease outbreaks for children and adults, on site, at either the health department or area schools in the metropolitan area.

Services will be ordered on an “as needed” basis by each Participant. Unit pricing shall include 1.5 percent administrative fees, mileage and travel time. The successful bidder is required to submit quarterly sales activity reports and payment of administrative fees to MARC/KCRPC.

The successful bidder shall provide proof of current registration with SAMS.gov, and may be required to follow additional grant requirements, if grant funding becomes 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 MOKANCPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
  - 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
  - 1.1.3 "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency, or Non-Profit corporation performing governmental functions, and located within the greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4 "MoKanCPP" refers to the MoKan Council of Public Procurement.
  - 1.1.5 "MARC" refers to the Mid-America Regional Council
  - 1.1.6 "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.7 "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect, and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
  - 1.1.8 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.9 "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
  - 1.1.10 "Administrative Fee" refers to the one and one-half percent fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11 The "specifications" include Section 4.0
  - 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" – N/A
  - 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - 1.1.15 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

## 1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-1676432), the regional council of governments and metropolitan planning organization, serving a nine-county region, and the MoKan Council of Public Procurement (MOKANCPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Procurement (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MOKANCPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction in 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 procurement professionals in the Kansas City metropolitan area. The Advisory Committee is responsible for providing professional governmental procurement expertise to KCRPC. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC remain self-supporting by charging a 1.5 percent Administrative Fee to the vendor, based on gross sales on each contract, which is consistent with other national cooperative purchasing program Administrative Fees. **Bidders shall include the 1.5 percent Administrative Fee in their unit bid pricing.**

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

## 1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the listed participants. If successful bidder agrees to allow cooperative purchasing (see Appendix B), other health departments and eligible entities may also access the contract.

Wyandotte County Health Department, Kansas  
Johnson County Health Department, Kansas

## **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 shall be shown, and such price shall include all requirements of bid 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 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 By submitting bids, bidder agrees that the Program Coordinator and Participants shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.11 Pricing Section 5.0 **MUST** be completed, signed and returned **by electronic mail only**. Bidders shall retain a copy for their records.

### **2.2    CONTRACT PERIOD**

This invitation to the bid is for a **two-year initial contract, with options for three additional one-year renewal periods**. The option to renew for up to three additional one-year contract periods shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit supporting 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 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 electronically to the Program Coordinator by date and time stated on cover page, including any addendums. Section 5.0 Excel worksheet attachment (pricing sheet and contacts) must be provided in Excel format, and remaining Section 5.0 of the bid document with appendices in PDF format.** Bidders shall retain a copy of 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 may not be considered unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the opening of the bid. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 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 by the clarification deadline stated on cover page. An oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

**2.5 ACKNOWLEDGMENT OF ADDENDUM TO INVITATION**

Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids or returned with the bid and received prior to closing time and date.

**2.6 LATE BIDS & MODIFICATIONS**

It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

**2.7 DISCOUNTS & BID EVALUATION**

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

**2.8 TAX-EXEMPT**

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

**2.9 AVAILABILITY**

Bidders must accept responsibility for verification of staff availability, 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 particular services are discontinued, replaced, or not available for an extended period of time.

**2.10 ALTERNATE BIDS**

Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

**2.11 QUALIFICATIONS OF BIDDERS**

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

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

**2.12 BID OPENING PROCESS - Not Applicable – Electronic submittal 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 on [www.demandstar.com](http://www.demandstar.com).
- 2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS – N/A
- 2.15 QUANTITIES  
Quantities listed herein are annual 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.
- 2.16 TRANSPORTATION CHARGES – No mileage or travel time shall be allowed.
- 2.17 ESCALATION/DE-ESCALATION CLAUSE – N/A
- 2.18 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS  
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.
- 2.19 FORMS  
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.20 COMPLIANT WITH APPLICABLE LAWS  
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.
- 2.21 ANTI-TRUST  
Submission of a bid constitutes an assignment by the Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.
- 2.22 EQUAL OPPORTUNITY CLAUSE
- 2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.
- 2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, if 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.

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

Any contract awarded is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

2.26 CONFLICT OF INTEREST

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

2.27 INDEMNIFICATION AND INSURANCE

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

a. COMMERCIAL GENERAL LIABILITY

General Liability \$500,000 per occurrence

Combined Bodily Injury and Property Damage \$500,000 per occurrence

Named Additional Insured: MARC/KCRPC and Participants

b. AUTOMOBILE LIABILITY

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:

1. Any Auto

2. All Owned Autos; Hired Autos; and Non-Owned Autos

3. Garage Liability

Limits of auto liability insurance shall be the same as required for Comprehensive General Liability:

Combined Bodily Injury and Property Damage \$500,000 per occurrence

c. WORKERS' COMPENSATION

This insurance shall protect the Contractor against all claims under applicable State Workers' Compensation Laws. The Contractor 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 following: Workers' Compensation: Statutory

Employer's Liability: \$ 500,000 Each Accident

\$ 500,000 Policy Limit

\$ 500,000 Each Employee

The certificate holder on the Certificate of Insurance shall be as follows: MARC/KCRPC, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659.

Before entering into contract the successful bidder shall furnish to the Program Coordinator, a Certificate of Insurance verifying all the foregoing coverages and identifying MARC/KCRPC and Participants as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make MARC/KCRPC and Participants, a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, MARC/KCRPC will be given thirty (30) days advance notice by electronic mail to the stated address of the certificate holder. Further, MARC/KCRPC will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such a reduction, when added to any previous reductions, would exceed 10% of the aggregate. In the event of an occurrence, it is further agreed that any insurance maintained by MARC/KCRPC and Participants, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The insurer shall be obligated to provide MARC/KCRPC and Participants with a defense in actions arising in relation to work performed under this contract. Contractors are required to indemnify MARC/KCRPC and Participants, and to provide a legal defense for any and all claims arising out of the performance of this contract, whether the proper insurance is in effect or not.

## 2.28 SUB-CONTRACTS

- 2.28.1 The Contractor shall not execute an agreement with any subcontractor to perform any work until he has written to the Program Coordinator to determine any disapproval of the use of such subcontractor.
- 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- 2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and MARC/KCRPC and Participants.

## 2.29 INDIVIDUAL REQUIREMENTS

The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

### **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 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, adherence to specifications, references, financial statements, if requested, subcontractors to be used in the work. Response to scheduling will also be a factor in the award.
- b) "Or Approved Equal" Clause. – N/A

##### **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 require 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 monthly reports, will apply to individual Participant contracts generated under this Invitation for Bid.

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

After considering the basis of the 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 five (5) calendar days to return the contract and any requested submittals, such as certificate of insurance or proof of business licenses (if applicable).

#### **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, or other document furnished by the Contractor at any time. 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 the Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and become the

agreement and contract between the parties hereto. The agreement executed will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid to the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award.

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

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.

### 3.7 COMPOSITE REPORT AND PAYMENTS

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

- a) Payment of the 1.5% 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, Attn: Finance Department, 600 Broadway, Suite 200, Kansas City, Mo., 64105-1659. The bid number and sales period must be referenced on each payment.
- b) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted by electronic mail to the Program Coordinator. The report shall include, at a minimum:
  - 1) Ordering entity
  - 2) Entity's purchase order number, and date ordered,
  - 3) Item descriptions, quantities ordered, units of measure, along with all units and extended prices.
  - 4) The report shall be totaled for the accumulated dollar amount for each quarterly period. Invoice copies may be submitted in lieu of the report. The preferred format for the report is Excel worksheet.

- 3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1½ % per month until paid.

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

Q1	January 1 to March 30	Report due April 30
Q2	April 1 to June 30	Report due July 31
Q3	July 1 to September 30	Report due October 31
Q4	October 1 to December 31	Report due January 31

3.7.4 RIGHT TO AUDIT

The 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. Participants may choose to issue a single purchase order or blanket purchase order.

If government procurement credit cards are used to place orders in lieu of purchase orders, the orders shall be processed at the time of the order and not be held up and batched with multiple orders. Bidders shall state in Section 5.0 if processing charges will be added to orders for credit cards.

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. For Kansas municipalities, K.S.A. 10-1101 et seq. set forth the Kansas cash-basis law. Under K.S.A. 10-1102, the cash-basis law applies to "municipalities." K.S.A. 1994 Supp. 10-1101 defines a municipality as "[a]ny county, township, city, municipal university, school district, community college, drainage district and any other taxing district or political subdivision of the state which is supported with tax funds. The cash-basis law is designed to ensure specified governmental units operate on a cash basis by not spending money they do not have or incurring obligations they cannot promptly meet.

3.10 DELIVERY REQUIREMENTS – See Section 4.0

3.11 RESPONSIBILITY FOR SUPPLIES – N/A

3.12 TIME OF DELIVERY

The Participants require that all services requested will be provided when specified. Time is therefore of the essence of the purchase order. If services are not provided at the time agreed upon Participants reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

3.13 PACKAGING – N/A

3.14 CONTRACTOR'S INVOICES

Invoices shall be prepared and submitted in triplicate to Participant or non-Participant, unless otherwise specified. Invoices shall contain the following information: MARC/KCRPC Bid Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section. Any invoices received with incorrect units of measure will be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly. 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 the 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 – N/A

3.18 PATENTS – N/A

3.19 STAFFING PERSONNEL ASSIGNMENTS - ACCEPTANCE

The Participants reserve the right to reject a staff assignment, if there are documented historical issues with an assigned temporary staff member. A replacement must be provided immediately to provide coverage.

3.20 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

3.21 NOTICE AND SERVICE THEREOF

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

3.22 TERMINATION OF CONTRACT

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.**

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

#### **4.0 REQUIREMENTS AND SPECIFICATIONS**

Temporary staffing must meet current state regulations for Kansas and Missouri for providing clinical nursing services to include administration of vaccines and testing services to adults and children, on site, at either the health department or area schools in the metropolitan area.

Standard employment background checks shall include criminal and drug screening. All costs associated with background checks shall be built into the quoted hourly rate. No separate charges will be allowed.

The hourly rate quoted shall be inclusive of mileage. No separate charges will be allowed.

The Participants will schedule services on an as needed basis. The contractor shall respond to the Participants' request for staffing within 24 hours.

The contractor shall provide the requested staff at the specified locations, as needed, at the clinic or a school. Invoices shall be issued to the ordering Participant on a monthly basis.

**5.0 PRICING and SUBMITTAL SECTION -**

Bidders must complete Section 5.0 Excel attachment and appendices, in their entirety and return with submittal.

**REFERENCE:**

Provide three references for similar staffing services provided to hospitals, healthcare providers, local governments or health departments within the past five years.

Contact Name	Company	City/State	Email
a.			
b.			
c.			

**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 health care industry for recruitment and placement of similar medical professionals with clients in the Kansas City metropolitan area. 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	Job Title:	Responsibility:	Experience
a.			
b.			
c.			

**SUBCONTRACTORS:**

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

Company Name/Address:	Work to be performed:	References: Company name	Contact Name & Email:
a.			
b.			
c.			

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

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

**Or**

b. ☐ Statement Of Firm Offer –

Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information as required.

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

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

By:

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

Revisions:

12/18/03 para 2.22 (added individual requirements), 5.0 signature block  
03/02/04 para 2.3.5 (address), 2.7 (pro-cards), 3.3, 3.3.5, 3.7.3  
06/11/04 para 3.1.14  
09/16/04 para 3.7.1 'c', 3. Section 5.0  
02/08/05 para 3.3 Execution of Agreement and para 3.8.2 Purchase orders  
04/01/05 changed administration fee & frequency of reporting 7/16/19 quarterly reporting  
09/12/07 Kansas Cash Basis Law  
02/27/08 Add Debarment and Suspension Certification Form if Fed funded  
12/05/08 Added Missouri Sunshine Law para  
04/17/19 para 3.23 laws governing  
07/16/19 para 3.8 purchase orders  
12/01/21 Cooperative purchasing clause  
12/01/21 para 2.6 late bids  
12/01/21 para 2.9 material availability, para 3.1.2 evaluations, para 3.7.1 (b) sales report format  
02/16/22 para 3.22 termination clause – third-party  
03/01/24 MACPP name change to MoKan Council and para 3.3 agreement signatures  
01/20/25 Credit card processing fees

**APPENDIX B**

**MARC/KCRPC  
BID # 117**

**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**  
**MARC/KCRPC**  
**BID/RFP # 117**

**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**  
**MARC/KCRPC - BID/RFP #117**

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

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

**APPENDIX E**  
**MARC/KCRPC BID/RFP# 117**  
**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*

**APPENDIX F**  
**MARC/KCRPC - BID/RFP#117**  
**AFFIRMATIVE ACTION CHECKLIST:**

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

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

**APPENDIX G**  
**MARC/KCRPC - BID/RFP#117**

**BIDDER GUARANTEES**

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

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

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

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

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

**APPENDIX H**  
**MARC/KCRPC - BID/RFP# 117**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

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

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

\_\_\_\_\_  
Date

**APPENDIX I**  
**MARC/KCRPC - BID/RFP #117**  
**INTENT TO PERFORM AS AN MBE/WBE**

Project Title and Description: \_\_\_\_\_

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

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

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

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

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

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\_\_\_\_\_  
Name of MBE/WBE Firm

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature of MBE/WBE Firm's Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Representative

**APPENDIX J**  
**MARC/KCRPC - BID/RFP #117**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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Name of Entity

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Name and Title of Authorized Official

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Date

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Signature of above Official