



MID-AMERICA REGIONAL COUNCIL (MARC)
and
METROPOLITAN AREA REGIONAL RADIO SYSTEM (MARRS)
offers the following
REQUEST FOR PROPOSAL
PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT
Issued July 1, 2025

PROPOSALS MUST BE RECEIVED BY: August 1, 2025 1:00 p.m. CST
(Late proposals will not be accepted for any reason)

RETURN PROPOSALS TO: Mid-America Regional Council
Attn: Eric Winebrenner
600 Broadway, Suite 200, Kansas City, Mo. 64105
816-474-4240

SUBJECT LINE: MARRS Public Safety Consultant CLOSES August 1, 2025 2:00PM -
BIDDER'S COMPANY NAME

CLARIFICATIONS: Submit in writing to Eric Winebrenner
E-mail: ewinebrenner@marc.org

CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 2:00 pm on July 16, 2025

MARC/MARRS reserve the right to reject any and all proposals, to waive technical defects in proposal, and to select the proposal(s) deemed most advantageous to the entities.

If Proposers received this document from sources other than direct mailing or at DemandStar.com, you must contact the above listed contact to be added to the DemandStar distribution list for any addendums, clarifications, or other proposal notices.

It is the responsibility of each Proposer, before submitting a proposal, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the documents.

Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain 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, RFP 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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ADVERTISEMENT

REQUEST FOR PROPOSALS

MARC/MARRS is seeking proposals for a public safety consultant for evaluating the current system, design and recommendations for radio system upgrade. Proposals due 8/1/25 by 2PM CST. Visit www.marc.org or www.demandstar.com for document or contact ewinebrenner@marc.org.

Published:	Kansas City Star	July 3, 2025
	The Call	July 11, 2025
	Kansas City Hispanic News	July 3, 2025
	www.demandstar.com	July 1, 2025
	www.marc.org	July 1, 2025

SECTION 1:
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1. INTRODUCTION:

The Metropolitan Area Regional Radio System consortium (hereinafter referred to as the “MARRS”) requests a statement of qualifications from responsible and qualified firms capable of providing services for the Metropolitan Area Regional Radio System.

Established in 2011, MARRS serves a seven-county area, serving over 2.1 million citizens. Comprising over 4,423 square miles, the Kansas City region encompasses jurisdictions from both Kansas and Missouri. The Missouri River is also part of the region, with commercial river traffic transporting products to upstream states and those in the southern part of the country. Through a collaborative effort, all emergency and government services work together to improve the entire region. The Mid-America Regional Council (MARC) is the leader in facilitating these efforts, serving to keep the region moving forward on both sides of the state line. The region has approximately 42 public safety answering points, all connected by one regional radio system known as the Metropolitan Area Regional Radio System (MARRS). MARRS has several committees, including a User and Technical group and a Management Council. As part of the larger effort, there is also a Public Safety Communications group and a Regional Homeland Security Coordinating Committee. Critical infrastructure in this area includes an international airport, a smaller downtown airport for executive aircraft, water services, navigable waterways, and power plants. The region strives to utilize state-of-the-art technology to deliver fast, reliable, and effective communication. A Public Safety Consultant shall analyze, implement, and provide recommendations for the system's future and upgrading 911 centers to the most current and best technology available.

2. SCOPE:

The MARRS Management Council requests a qualified firm to provide Public Safety Consultant Services for evaluating the current public safety radio system and designing, procuring, and installing new infrastructure equipment and dispatch center consoles.

MARC/MARRS will require performance and payment bonds as security for the faithful performance and payment of all the Contractor’s obligations during the contract. The bonds shall be in an amount of 100% of the awarded contract value for the successful respondent. A certificate of insurance will also be required of the successful respondent.

The firm will provide Public Safety Consultant Services for evaluating the current public safety radio system and designing, procurement/bidding process, and installing new infrastructure equipment and dispatch center consoles for the region.

The selected firm will coordinate a project kick-off meeting with MARRS to begin the appropriate procurement process planning. The chosen firm will attend and lead meetings, clarify any outstanding issues, and respond to any comments from the region.

Schedule of Events

The following dates are set for informational and planning purposes only. The schedule is subject to change as circumstances dictate or as determined necessary by or in the best interest of MARRS. Times noted are Central Standard Time.

Action	Date	Time
Publish Request for Proposal	July 1, 2025	
Deadline to Submit Questions	July 16, 2025	2:00 pm
Proposal Submissions Due	August 1, 2025	2:00 pm
Evaluation Period - Interview Period (optional)	August 1 – 15, 2025	
Recommendation to MARRS User/Technical committee	August 15, 2025	
Final recommendation to MARRS Management Council	August 27, 2025	
Projected Contract Award	August 29, 2025	

Evaluation of Proposals

Proposal submissions shall respond to all RFP requirements.

Each respondent's proposal will be evaluated to determine the firm's qualifications, responsibility, and ability to provide requisite services for MARRS. During the evaluation, validation, and selection process, the MARRS Management Council may, at its sole discretion, choose to conduct interviews with one, some, or all of the qualified respondents. The MARRS management council may request additional information to assist in its evaluations if necessary or desirable.

The following weighted criteria will be considered when evaluating proposal submissions, along with other information the MARRS Management Council deems necessary to complete its evaluation of the proposals.

Criteria	Weight
Expertise, experience, qualifications, reputation, and location of the vendor in each discipline that may provide services relevant to the RFP. Expertise, past experience, and length of time the firm has been providing public safety services for the MARRS Management Council, state, or local government, or projects of similar size, scope, and features as those required in the Scope of Work.	50%
Experience with Similar Projects	30%
Professional References	20 %
TOTAL	100%

Based on the proposal submission, interview, and any supplementary information submitted in response to the MARRS request, and independent investigation as the MARRS Management Council determines whether it necessary or desirable to assist in its evaluation, the MARRS Management Council will recommend the award. Final selection shall be at the discretion of regional system owners and the MARRS governing members.

Submission Requirements

All submissions must be delivered in sealed envelopes or containers to the Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, Missouri 64105, Attn: Eric Winebrenner. Envelopes shall be labeled "Proposal for the MARRS Consultant Services Radio System Upgrade." Sealed packets may also be hand-delivered to the same address.

Submissions must include a total of one (1) original signed and three (3) copies of submissions presented on 8½"

x 11" paper in a 3-ring loose-leaf style binder or folder with company name clearly noted on the covers.

The respondent shall furnish a statement, on company letterhead, giving a complete description of all exceptions to the terms, conditions, and specifications of the RFP. Failure to provide the statement will mean that the respondent agrees to meet all requirements of the Request for Proposal.

All Proposals must be signed by an officer or agent of the company submitting the proposal who is authorized to bind the company contractually.

The firm shall be solely responsible for all costs associated with submission preparation, and the MARRS Management Council or MARC will not reimburse any of these costs.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized and submitted in the following manner:

Letter of Transmittal

- Name and address of the firm.
- Phone number, fax number, and website (if applicable). Years of experience the firm has in providing services.
- Name, phone number, fax number, and email address of the contact person.
- List of corporate officers and titles.
- Evidence of a valid business license, and any other licensing or certifications valid to the scope of the project.
- Complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending that involves the firm, or a verification of no responsive incidents.

Personnel

- Name, qualifications, and experience of principals.
- Names, qualifications, and experience of the personnel who will be working on the Project.
- Provide information regarding the specific qualifications and experience of key team members from projects similar to this one.

Proposed Work Plan

- Propose a specific work plan reflecting dates on which key milestones will be met for each task of the project and the identification of deliverables.
- Recent Government Work: Provide a list of current and past contracts with governmental entities, including municipal, MARRS Management Council, and state governments, with which your firm has performed.

References

Provide a list of three (3) professional references. Provide the name, address, telephone number, contact person, and description of services provided for each reference. The MARRS Management Council will conduct investigations into provided information relating to the firm's technical knowledge and abilities, quality of services and work product, ease of operation, efficiency, and positive working relationships.

Pricing

The firm shall propose a detailed payment structure for the MARC region, allowing for progress payments based on a percentage of work completed.

Respondents are required to submit detailed cost proposals for all aspects of services and products needed to produce the desired results, including other costs the vendor will charge or pass through to the region.

These costs will constitute contractual amounts and will be incorporated into the contract document(s) between MARC and the successful respondent.

3. MARRS Members' Rights and Responsibilities

- 3.1 The MARRS Management Council reserves the right to modify this RFP as it deems necessary. If such modifications are made, prospective respondents will be notified via addendum on marc.org and demandstar.com no less than seven (7) before the closing date shown on cover page. The MARRS Management Council reserves the right to extend the proposal opening and contract award dates if it deems such extensions are necessary.
- 3.2 The MARRS Management Council reserves the right to request additional information during the evaluation stage from all respondents and the right to waive technicalities.
- 3.3 The MARRS Management Council reserves the right to award a contract in the best interest of the MARRS Management Council. The MARRS Management Council may reject any or all proposals when, in the MARRS Management Council's reasonable judgment, the public interest will be served thereby. The MARRS Management Council may choose to issue a new RFP.
- 3.4 The MARRS Management Council may award a contract to the firm whose proposal best complies with the specifications outlined in this RFP, as determined by the MARRS Management Council, not later than ninety (90) days after the due date of the proposals.
- 3.5 The MARRS Management Council may terminate the contract(s), as a whole or in part, whenever the MARRS Management Council determines that such termination is in the best interest of the MARRS Management Council, without showing cause, upon giving written notice to the firm. See SECTION 2: GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS, paragraph 11.
- 3.6 When the firm has not performed or has not performed to the satisfaction of the MARRS Management Council, the MARRS Management Council may terminate the contract(s) for default due to lack of performance. Upon termination for default, payment will be withheld at the discretion of the MARRS Management Council. Failure on the part of a firm to fulfill the contractual obligations shall be considered a cause for termination of the contract(s). The firm will be paid for work satisfactorily performed before termination, less any excess costs incurred by the MARRS Management Council in re-procuring and completing the work.
- 3.7 MARC, on behalf of the MARRS Management Council, shall make progress payments for the work completed by the firm as defined in the proposed payment structure. Upon approval and verification of work completion, the progress payments will be made within thirty (30) days of receipt of the invoice. MARC will make the final payment upon acceptance of the final project submission and approval by the MARRS Management Council.

Responding Firm's Rights and Responsibilities

- 3.8 The respondent shall be required to comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its services.
- 3.9 Firms shall guarantee delivery in accordance with such delivery schedule as may be provided in the proposal schedules stated in this RFP. Failure to perform the work within the stated schedule may result in the MARRS Management Council terminating the contract for default as described in Section 3.5 of the RFP.
- 3.10 The firm shall not subcontract any portion of the work or contract without the written approval of the MARRS Management Council.
- 3.11 The replacement of key team members shall not be permitted without prior consultation with and approval from the MARRS Management Council.
- 3.12 Personnel qualifications, as defined in Section 1.0 DESCRIPTION OF PROJECT AND SERVICES REQUIRED, must be submitted to the MARRS Management Council for approval, before the replacement of key team members takes effect.
- 3.13 Except for communications specifically authorized herein pertaining to the preparation and submittal of a response to this Request for Proposal, Respondents or their representatives shall not separately or

independently of their own accord discuss, negotiate, promote, market, lobby or solicit with any MARRS Management Council Employee or any MARRS Management Council Official, verbally or in writing, during the process. Failure of a Respondent to adhere to this provision may result in the Respondent's disqualification from further consideration.

Insurance - Liability, Indemnity, Hold Harmless Requirements

- 3.14 If a contract is awarded, the Contractor will be required to indemnify and hold the MARRS Management Council harmless from and against all liability and expenses, including attorney's fees, howsoever arising, or incurred, alleging damage to property or injury to, or death of, any person, arising out of or attributable to the firm's performance of the contract awarded.
- 3.15 Any property or work provided by the firm under this contract will remain at the firm's risk until written acceptance by the MARRS Management Council, and the firm will replace, at the firm's expense, all property or work damaged or destroyed by any cause whatsoever.
- 3.16 Monies to become due to the firm under contract, as may be considered necessary by the MARRS Management Council, shall be retained by the MARRS Management Council until such suits or claims for damages have been settled or until the firm furnishes to the MARRS Management Council, satisfactory evidence of insurance coverage concerning such suits or claims.
- 3.17 The firm will not hold the MARRS Management Council liable for any injuries to the employees, servants, agents, subcontractors, or assignees of the contract arising out of or during services relating to this agreement.
- 3.18 The firm shall provide the MARRS Management Council with Certificates of Insurance within ten (10) days of receiving proposal award notification, as evidence of the required coverage. Such certificates shall provide that the MARRS Management Council be given at least thirty (30) days' prior written notice of any cancellation of intention not to renew, or a material change in coverage, as well as ten (10) days' notice for cancellation due to non-payment of premiums. The firm shall provide Certificates of Insurance before commencing work in connection with the contract.
- 3.19 The providing of any insurance required herein does not relieve the firm of any of the responsibilities or obligations assumed by the firm in the contract awarded or for which the firm may be liable by law or otherwise.
- 3.20 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract, and MARRS Management Council may terminate the contract.

SECTION 2: GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. SCOPE: The following terms and conditions, unless otherwise modified by MARC/MARRS in this document, shall govern the submission of proposals and subsequent contracts. MARC/MARRS reserves the right to reject any proposal which takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "RFP" refers to request for proposal, means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
 - c. The term "Contractor" means the respondent awarded a contract under this proposal.
 - d. "MARC " refers to Mid-America Regional Council.
 - e. "MARRS" refers to Metropolitan Area Regional Radio System.
 - f. 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.
3. COMPLETING PROPOSAL: All information must be legible and submitted as instructed within this RFP. Any, and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal **shall be submitted in writing to Eric Winebrenner ewinebrenner@marc.org, prior to clarification deadline as shown on cover page.** Any request received after the stated deadline will not be considered. All requests received prior to the stated deadline will be responded to in writing, in the form of an addendum addressed to all prospective respondents.
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: All proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with Missouri Sunshine Law and Kansas Open Records Act.
6. SUBMISSION OF PROPOSAL: Proposals are to be submitted prior to the date and time as indicated on the cover sheet. At such times all proposals received will be accepted for consideration.
7. ADDENDA: All changes additions and/or clarifications will be issued by MARC in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on MARC.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be submitted per instructions in paragraph 6 above, prior to the proposal submission deadline. Each respondent may submit only one (1) proposal.
9. PROPOSALS BINDING: All proposals submitted shall be binding upon the respondent if accepted by MARC within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.
10. NEGOTIATION: MARC reserves the right to negotiate any, and all elements of this proposal.

11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/MARRS until said work or services are completed and accepted.
 - 11.1 **TERMINATION FOR CONVENIENCE**
In the event the contract is terminated or cancelled upon request and for the convenience of MARC/MARRS, without the required thirty (30) days advance written notice, then MARC/MARRS shall negotiate reasonable termination costs, if applicable.
 - 11.2 **TERMINATION FOR CAUSE**
Termination by MARC/MARRS 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 thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - 11.3 **Radio system owners shall be intended third-party beneficiaries of this Contract and shall have the right to enforce any and all of the terms and provisions contained herein.**
12. **TAX EXEMPT:** MARC is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri or Kansas.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** MARC reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of MARC.
16. **DISCLAIMER OF LIABILITY:** MARC will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **HOLD HARMLESS:** The contractor shall agree to protect defend, indemnify, and hold MARC, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. **For any dispute that may arise out of this Agreement, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the radio system owners are located.**
19. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. **PROTEST PROCEDURES:** In the course of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of the selection procedure. All protests should be in writing and directed to Mr. David Warm, Executive Director, Mid America Regional Council, 600 Broadway, Suite 200 Kansas City, Mo., 64105. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the section procedure. The protest should clearly state the

grounds for such a protest. Upon receiving the protest, MARC's Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.

21. FUND ALLOCATION: Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of funds by MARC.

SECTION 3: SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. **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.

Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to MARC/MARRS, and to indemnify MARC/MARRS against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub- contractors, employees or agents.

Commercial general liability insurance, occurrence form (including broad-form contractual liability and completed operations coverage), in the amount of \$2,000,000 combined single limit, covering personal injury, bodily injury and property damage.

Comprehensive automobile liability insurance, including owned, hired and non-owned vehicles, if any, in the amount of \$1,000,000 combined single limit, covering personal injury, bodily injury and property damage.

Workers compensation insurance which shall fully comply with statutory requirements, and Employers Liability Insurance with limits of not less than \$1,00,000 per occurrence. Contractor shall provide a valid waiver, executed by the Workers Compensation and Employers Liability Insurance carrier of any right of subrogation against MARC/MARRS employees for any injury to a covered employee working on the premises. Umbrella liability in the amount of \$5,000,000 per occurrence/aggregate. This coverage shall apply over all of the above coverages as outlined.

The certificate holder on the Certificate of Insurance shall be as follows: MARC/MARRS, 600 Broadway Suite 200, Kansas City MO 64105-1659, Attn: Eric Winebrenner ewinebrenner@marc.org.

Before, entering in to a contract, the successful respondent shall have ten (10) calendar days from date of notice of award, to furnish a Certificate of Insurance verifying all the foregoing coverages and identifying MARC as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make MARC a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, MARC will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, MARC will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such 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 shall apply in excess of and not contribute to the insurance provided by policies named in this contract.

The insurer shall be obligated to provide MARC, a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify MARC, 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. **BONDS**

The successful respondent shall be required to submit performance and payment bonds for the payment of laborers, materialmen and subcontractors and a performance bond in the full penal sum of the contract amount. Such bonds shall be written by a T-listed corporate surety admitted in Missouri and Kansas with an A.M. Best rating acceptable to Owner. The bonds shall name as the obligee, MARC/MARRS for whose benefit MARC is engaging Contractor. Contractors, and not MARC, shall be obligated to notify surety of all changes to the contract, and surety must consent to such changes and waive notice thereof from MARC. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit

Staff Bureau of Accounts, U. S. Treasury Department. **The required bonds shall be furnished within ten (10) calendar days after notice of award and submit with executed contracts.**

3. **SELECTION PROCESS:** The proposals will be evaluated by MARRS representatives and rate each proposal based on the following criteria:

- The respondent's experience in providing similar services to municipalities during the past five (5) years.
- Qualifications and experience of staff proposed to work directly with MARC/MARRS. Provide resumes and indicate the level of responsibility of each person. The primary contact shall be designated.
- The respondent's approach to and understanding of the Scope of Services required in the RFP. The proposal should include as much detail as practical outlining how required services will be performed.
- Cost proposal
- Overall responsiveness to this RFP

See Section 1 for evaluation criteria and scoring of proposals. The evaluation team may request additional submittals and may conduct oral interviews in order to make a final decision.

4. **RESPONDENT COST TO DEVELOP PROPOSAL:**

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

5. **CONFLICT OF INTEREST:**

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

6. **EXECUTION OF AGREEMENT**

Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's proposal. Items not awarded, if any, have been deleted from the copy of the Contractor's signed submittal and noted on the Notice of Award.

MARC will furnish original Agreements to the successful Respondent who shall sign and return to MARC, to be countersigned by MARC Executive Director.

The Execution of Agreement shall consist of an Agreement, signed by MARC Executive Director, and a copy of the Respondent's submittal and Notice of Award attached and that the same, in all particulars, become the agreement and contract between the parties hereto.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon MARC and successful Respondent, who agree the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

APPENDIX A
MARC/MARRS
PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT

BIDDER WARRANTIES

- A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.
- D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____
Name (Printed): _____
Title: _____
Date: _____

APPENDIX B
PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT
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/MARRS is financially interested, directly or indirectly in what Respondent is offering to MARC/MARRS pursuant to this Request for Proposal;
3. If Respondents were awarded any contract, job work or service for MARC/MARRS, no officer, agent or employee of MARC/MARRS would be financially interested in or receive any benefit from the profit or payments of such;
4. Respondent 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 _____, 2025.

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

APPENDIX C
PUBLIC SAFETY CONSULTANT FOR RADIO SYSTEM UPGRADE PROJECT
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



RFP for PUBLIC SAFETY CONSULTANT – MARRS RADIO SYSTEM UPGRADE PROJECT

This CONTRACT, by and between Mid-America Regional Council hereinafter referred to as "MARC ", and _____, hereinafter referred to as "Contractor" is effective this ____ day of _____, 2025.

WITNESSETH:

WHEREAS MARC does hereby accept, with modifications, if any, the PROPOSAL of: _____. The PROPOSAL is made a part of this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES - TBD

2. CONTRACT TIME

Contract is effective from _____ through _____.

3. INVOICES

Invoices shall be issued to Mid-America Regional Council, and submitted to Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659, attn: Eric Winebrenner. Invoices shall include details of services provided and total price.

4. TERMINATION

Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

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

b. TERMINATION FOR CAUSE

Termination by MARC 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 thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **MARRS Radio system owners 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.**

5. CHANGES AND ADDITIONAL SERVICES

MARC 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, the Contractor shall notify MARC 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.

6. **CONFLICTS OF INTEREST**

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official of MARC is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. **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 providing services including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. **INDEMNIFICATION**

Contractor agrees to maintain liability and workmen's compensation insurance, satisfactory to MARC, and to indemnify MARC against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

9. **NOTICES**

Any notice to any Contractor from MARC 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.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:

David A. Warm
Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City MO 64105-1659

By:

Name
Title
Company
Address
City, state
Phone:
Email:

Date:

Date:

Attachments: Fee Schedule
Originals: Eric Winebrenner, MARRS
Contractor
MARC File