



## INVITATION FOR BID

Mid-America Regional Council will accept separate bids from qualified persons or firms interested in providing the following, in accordance with the attached specifications:

### PUBLIC INFRASTRUCTURE NETWORK FIREWALL EQUIPMENT and SERVICES

#### BID NO. 110 - Issued Jan. 12, 2024

BIDS MUST BE RECEIVED BY: Feb. 2, 2024 1:00 p.m. Local Time  
(Late bids may not be accepted)

BIDS WILL BE OPENED AT: Feb. 2, 2024 1:00 p.m. Local Time

RETURN ELECTRONIC BIDS TO: Program Coordinator by electronic email ONLY in PDF  
SUBJECT LINE: Bid 110 - Opens Feb. 2, 2024 - Company Name

CLARIFICATIONS: Requests for clarification will not be accepted after 3:00 p.m. on Jan. 24, 2024  
Submit in writing to:

- Rita Parker, Program Coordinator, KCRPC
- E-mail: [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)

NOTICE OF AWARD: Expect to announce by Feb. 12 – 21, 2024

MARC reserves 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 public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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## **LEGAL ADVERTISEMENT**

MARC is seeking bids for Fortinet network firewall equipment and services. Bid No. 110 due by 2/2/24 1PM CST. Documents available at [www.marc.org](http://www.marc.org) and [www.demandstar.com](http://www.demandstar.com) , or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

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	Kansas City Call	Jan. 12, 2024
	Kansas City Hispanic News	Jan. 11, 2024
	MARC	Jan. 12, 2024
	DemandStar	Jan. 12, 2024

**SCOPE:** MARC/KCRPC will accept separate bids from qualified persons or firms interested in providing equipment for Fortinet firewall equipment. These deficiencies were identified within the 2020 Nationwide Cybersecurity Review (NCSR). Disruption to this critical infrastructure would represent a major risk to public safety and represent a significant financial loss to the regional economy. Public infrastructure is becoming more reliant on technology and support critical public safety and emergency services operations. Public infrastructure is comprised of Industrial Control Systems (ICS) and legacy systems that are often difficult to secure. The project will help implement critical advanced threat protection (APT) to the Public Infrastructure network via next generation firewall (NGFW) equipment.

MARC is the recipient of a federal grant awarded by Fiscal Year (FY) 2022 Department of Homeland Security (DHS) for the purchase of the specified equipment and services.

## **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” refers to the Mid-America Regional Council, Federal ID# 43-0976432), regional council of governments and metropolitan planning organization, serving a nine-county region, located in Kansas City, Missouri.
  - 1.1.2     “Program Coordinator” refers to the authorized representative of MARC/KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.3     “Bidder” refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.4     "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.
  - 1.1.5     The "specifications" include Section 4.
  - 1.1.6     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 "minimum" means MARC will order this quantity of supplies during the period of this contract at the price bid.

## **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 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.
  - 2.1.4     Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
  - 2.1.5     Alternate bids for supplies or services other than those specified will not be considered.
  - 2.1.6     The 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     The prices quoted are to be firm and final.
- 2.2     SUBMISSION & ACCEPTANCE OF BIDS
  - 2.2.1     Failure to follow these procedures may be cause for rejection of bid.
  - 2.2.2     Section 4.0 and 5.0 with Appendices MUST be completed and submitted by electronic mail to Program Coordinator by date and time stated on cover page, with any addendums in PDF 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.
  - 2.2.3     Telegraphic or faxed bids will not be considered unless authorized by the invitation.
  - 2.2.4     A bid that is in the possession of the Program Coordinator may be altered by electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
  - 2.2.5     A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the

bid opening. All requests for bids to be withdrawn must be made in writing by electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.

2.2.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to MARC. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.

2.2.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

## 2.3 EXPLANATION TO BIDDERS (CLARIFICATIONS)

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven (7) calendar days before the deadline for submission of bids. 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.

## 2.4 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.

## 2.5 LATE BIDS & MODIFICATIONS

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

## 2.6 TAX-EXEMPT

MARC tax exemption certificate will be provided at the time of award.

## 2.7 MATERIAL AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period.

## 2.8 ALTERNATE BIDS – No substitutions of brands are allowed under this bid.

## 2.9 QUALIFICATIONS OF BIDDERS

2.9.1 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 reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2.9.2 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.

## 2.10 BID OPENING PROCESS – Not Applicable – Submittals by electronic mail only.

## 2.11 REQUEST FOR BID TABULATIONS

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

## 2.12 MANUFACTURER'S SPECIFICATION SHEETS

Upon written request by the Program Coordinator, Bidders must submit manufacturer's specification sheets, for equipment being bid to be considered for award. Failure to submit specification sheets will result in rejection of your bid.

## 2.13 QUANTITIES

Quantities listed herein are estimates and final quantities will be included in the purchase order. MARC assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to MARC's rejection

and return at Contractor's expense.

**2.14 TRANSPORTATION CHARGES**

All terms of delivery or conditions of this order are F.O.B. destination.

**2.15 ESCALATION/DE-ESCALATION CLAUSE - Not applicable to this bid**

**2.16 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENT S- Not applicable to this bid**

**2.17 FORMS**

Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested including W-9's, prior to issuance of a purchase order.

**2.18 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.

**2.19 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.

**2.20 EQUAL OPPORTUNITY CLAUSE**

2.20.1 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.

2.20.2 The bidder's attention is directed to all federal, state 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 required by MARC with regard to their equal employment practices.

**2.21 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.

**2.22 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.

**2.23 UNIFORM COMMERCIAL CODE**

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

**2.24 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 MARC is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**2.25 INDEMNIFICATION AND INSURANCE – Not Applicable to this Bid**

2.26 SUB-CONTRACTS

- 2.26.1 The Contractor shall not make an agreement with any sub-contractor to perform any work until he has written to the Program Coordinator to determine any disapproval of the use of such sub-contractor.
- 2.26.2 The Contractor shall be fully responsible to MARC for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 2.26.3 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.
- 2.26.4 Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and MARC.

**\*\*End of Section 2.0\*\***

### **3.0 GENERAL CONDITIONS (AWARD and POST AWARD)**

#### **3.1 AWARD OF CONTRACT**

##### **3.1.1 BASIS OF AWARD.**

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator 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 MARC, price and other factors considered.

##### **3.1.2 EVALUATION OF BIDS**

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

##### **3.1.3 AWARD PROCESS**

After considering the basis of award and evaluation of bids, the Program Coordinator will, within ninety (90) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Contractor will have ten calendar days to return any requested submittals, if any. An award by purchase order to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

#### **3.2 CONTRACT TERMS**

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

#### **3.3 CHANGES**

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

#### **3.4 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.

3.5 FUND ALLOCATION

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

3.6 DELIVERY REQUIREMENTS – All equipment shall be delivered to Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, Mo., 64105-1659.

3.7 RESPONSIBILITY FOR SUPPLIES

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

3.8 TIME OF DELIVERY

MARC requires that all materials ordered be delivered when specified. Time is therefore of the essence of the purchase order.

3.9 PACKAGING

MARC will not be liable for any charges for drayage, packing, cartage, boxing, crates, or storage in excess of the purchase price of this order unless stated otherwise herein.

3.10 CONTRACTOR'S INVOICES

Invoices shall be submitted to MARC, Attn: Finance, 600 Broadway Suite 200, Kansas City, Mo., 64105-1659. Payment terms under this contract shall be **Net 60, after receipt of invoice**.

3.11 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.

3.12 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 may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.13 GENERAL GUARANTY AND WARRANTY

3.13.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

3.13.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.

3.14 PATENTS

Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against MARC, or those selling product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

3.15 INSPECTION AND ACCEPTANCE

3.15.1 No material received by MARC pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until MARC has had a reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable



upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.

- 3.15.2 No goods returned as defective shall be replaced without written authorization of MARC. Such right to return offered to MARC arising from the receipt of defective goods shall not exclude any other legal, equitable or contractual remedies MARC may have available.

3.16 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. For any dispute that may arise out of this Agreement, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where MARC is located. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of MARC and any attempted assignment without such consent shall be void.

3.17 NOTICE AND SERVICE THEREOF

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

3.18 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 until said work or services are completed and accepted.

3.18.1 Termination for Convenience

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

3.18.2 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 30 days advance notice requirement is waived in the event of Termination for Cause.

**\*\*End of Section 3.0\*\***

MARC Bid No. 110

## PUBLIC INFRASTRUCTURE NETWORK FIREWALL EQUIPMENT &amp; SERVICES

BIDDER: 

## Section 4.0

**\*\*NO SUBSTITUTIONS ALLOWED\*\***

Line	Model	Part Number	Description	Quantity	UNIT \$	TOTAL \$
1	FortiGate-600E	FG-600E-BDL-811-12	Hardware plus FortiCare Premium and FortiGuard Enterprise Protection.	1		\$ -
2	FortiSwitchRugged-112D-POE	FSR-112D-POE	Layer 2 ruggedized FortiGate switch controller compatible PoE+ switch with 8 x GE RJ45 ports.	15		\$ -
3	FSR-112D Support	FC-10-W112D-247-02-12	FortiCare Premium Support.	15		\$ -
4	FortiSwitch-424E-Fiber	FS-424E-FIBER	Layer 2/3 FortiGate switch controller compatible switch with 24 x GE SFP ports, 4 x 10 GE SFP+ uplinks.	5		\$ -
5	FS-424E Support	FC-10-S424I-247-02-12	FortiCare Premium Support.	5		\$ -
6	Remote Resource Service	FP-10-PS001-801-01-01	Per Day Charge for Remote Resource Service (Estimate 12 tickets).	12		\$ -
						\$ -
7	Delivery:	Delivery time for equipment ARO (after receipt of order):	State: _____ /Calendar Days			
8	Warranty:	Warranty period:	State:			

	SERVICE SCHEDULE:	COMPLY ?
9	Perform security configuration review testing for public infrastructure.	Yes or No
10	Segmentation testing to occur March to July 2024.	Yes or No
11	Full deployment August to November 2024.	Yes or No
12	Initial FortiGate config for FortiSwitch integration.	Yes or No
13	Connect and confirm link from FG-600E and FS-424E-Fiber.	Yes or No
14	Configure FS-424E-Fiber as fiber link aggregator to FG-600E.	Yes or No
15	Connect and confirm link from FS-424E and initial FSR-112D-POE switches.	Yes or No
16	Test FSR-112D-POE links through aggregation FS-424E-Fiber switch.	Yes or No
17	Verify FortiSwitch management from FG-600E.	Yes or No
18	Establish Policy on FG-600E for FortiSwitch traffic including IPS/IDS.	Yes or No

**Bidder must provide explanation of any non-compliance by including a separate letter with the details.**

Delivery Address: Mid-America Regional Council  
600 Broadway Suite 200  
Kansas City, Mo., 64105-1659  
816-474-4240

**5.0 SUBMITTAL SECTION** - Bidders must complete and sign this section and all appendices in their entirety and return.

**REFERENCES: -**

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

	Reference 1	Reference 2	Reference 3
Contact Name			
Title			
Company			
Address:			
Area code & phone			
Email			
Services Provided:			
Date services provided:			

**KEY PERSONNEL:**

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

Name	Qualifications	Training	Experience
a.			
b.			
c.			

**SUBCONTRACTORS:**

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

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

Complete the following contact information:

<b>Technical Support and Emergency Contact (24-hour)</b>	
Name:	
Mobile:	Email:
<b>Ordering Contact (Purchase order):</b>	
Name and Address:	
Phone:	Email:
<b>Remittance (Invoice payments):</b>	
Address:	
Phone:	Email:

**BIDDER'S CHECKLIST:**

- ☐ Acknowledge Addenda (if any) by signing and including with electronic submittals. Confirm if addendums were issued, by either contacting the Program Coordinator, or verifying at [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com)
- ☐ Complete Sections 4.0 and 5.0 **and** Appendices B through G its' entirety, submit a complete packet in PDF format. Submit by electronic mail to Program Coordinator ONLY. Do not submit originals in regular mail.

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

- ☐ (a) Bidder does not make an offer in response to this invitation.
- ☐ (b) Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested.

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

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

## **B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## C. Standard Terms & Conditions

### I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

## IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

## XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.



# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

## XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

## XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

## XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

## XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

## XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

## XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

## *Definitions*

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

### XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

### XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

### XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

## XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

## XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**BID NO. 110**  
**APPENDIX B**

**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:\_\_\_\_\_

**BID NO. 110 - APPENDIX C**

**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: \_\_\_\_\_

**BID NO. 110 - APPENDIX D**

**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:\_\_\_\_\_

**BID NO. 110 - APPENDIX E**

**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



**BID NO. 110 - APPENDIX F**  
**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

**BID NO. 110 - APPENDIX G**  
**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)