



KANSAS CITY REGIONAL PURCHASING COOPERATIVE

A Partnership of :

Mid-America Council of Public Purchasing
and
Mid-America Regional Council
and
Local Governments

Acting as the lead agency, offers the following

INVITATION FOR BID

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

YEARLY CONTRACT FOR _____
BID NO. __

BIDS MUST BE RECEIVED BY: _____, 1:00PM Local Time, at MARC Offices

BIDS WILL BE OPENED AT _____, 1:00PM Local Time (Late bids will not be accepted for any reason)

RETURN SEALED BIDS TO: MARC/KCRPC
600 BROADWAY SUITE 200 KANSAS CITY, MO 64105-1659

LABEL SEALED BID ENVELOPE: MARC/KCRPC BID NO. __
OPENS: _____ 1:00PM BIDDER'S NAME AND ADDRESS

CLARIFICATIONS: Submit in writing to Rita Parker, Program Coordinator, KCRPC
E-mail: rita.parker@kcrpc.com
Fax: 816-421-7758
Phone: 816-246-5083

CLARIFICATION DEADLINE: Requests for clarification will not be accepted after 5:00 pm on _____.

NOTICE OF AWARD: Expect to announce by _____

CONTRACT PERIOD: _____ to _____
(with option to renew for four additional one-year periods and subject to adjustment based on award date)

MARC/KCRPC and Participants reserve the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

If Bidders received this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.

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

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ADVERTISEMENT

INVITATION FOR BID

MARC/KCRPC is seeking bids for _____. Bids due by 1:00PM CDT on _____. Document available at www.marc.org/kcrpc or www.demandstar.com or contact rita.parker@kcrpc.com.

Published: Kansas City Star _____
The Call _____
Kansas City Hispanic News _____

SCOPE: MARC/KCRPC will accept separate sealed bids from qualified persons or firms interested in providing _____, as a yearly contract for area participating governmental entities (Participants) in the Greater Metropolitan area in Kansas and/or Missouri.

_____. Quoted pricing/percentage discount must include the 1 ½% administrative fee. The successful bidder(s) will be responsible for tracking and rebating back to MARC/KCRPC monthly, based on gross sales.

No guarantee is made regarding specific quantities that may be ordered under this contract. The awarded contract(s) will be available for other agencies to use, if successful bidder agrees to the cooperative purchasing clause, and will be published in the contract database at www.marc.org/kcrpc/. The contract will be for an initial one year period, with the option to renew for four additional one-year periods.

SECTION 1.0 INTRODUCTION

1.1 DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.

- 1.1.1 "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MACPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
- 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
- 1.1.3 "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency or Non-Profit corporation performing governmental functions, that is a member of any chapter affiliate of NIGP The Institute for Public Procurement (www.nigp.org) and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
- 1.1.4 "MACPP" refers to the Mid-America Council of Public Purchasing.
- 1.1.5 "MARC" refers to the Mid-America Regional Council.
- 1.1.6 "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
- 1.1.7 "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
- 1.1.8 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
- 1.1.9 "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
- 1.1.10 "Administrative Fee" refers to the one and one half percent (1.5%) fee to be paid monthly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
- 1.1.11 The "specifications" include Section 4.
- 1.1.12 A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
- 1.1.13 The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
- 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- 1.1.15 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving an eight county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of NIGP The Institute for Public Procurement, initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MACPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction in costs of goods and services by obtaining more responsive prices.

The Manager’s Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The Advisory Committee is responsible for providing professional government procurement experience and technical support to the KCRPC. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

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

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

1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities: (Additional Participants may be added under an addendum or subsequent contract modifications.)

SECTION 2.0 SPECIFIC REQUIREMENTS

- 2.1 PREPARATION OF BIDS.
- 2.1.2 Bidders are expected to examine any, specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
- 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.4 Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
- 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
- 2.1.6 Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.9 Prices quoted are to be firm and final.
- 2.1.10 In submitting bids, bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.11 Pricing Section 5.0 **MUST** be completed, signed and returned in sealed envelope. Bidders shall retain a copy for their records.
- 2.2 CONTRACT PERIOD
- 2.2.1 This invitation to bid is for a yearly contract for one year period, with option to renew for four additional one-year renewal periods.
- 2.2.2 The option to renew shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (<http://data.bls.gov/cgi-bin/surveymost?cu>) for the Kansas City area, without approval of the Program Coordinator and the Participants.
- 2.3 SUBMISSION & ACCEPTANCE OF BIDS
- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Bids and addendums thereof shall be enclosed in sealed envelopes and addressed to MARC/KCRPC, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659. The bidder shall show the hour and date of the bid opening, the invitation number, and the name and address of the bidder on the face of the envelope.
- 2.3.3 **Telegraphic or faxed bids may not be considered** unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- 2.4 EXPLANATION TO BIDDERS (CLARIFICATIONS)
- Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven calendar days before the deadline for submission of

bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.5 ACKNOWLEDGMENT OF ADDENDUM TO INVITATION

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

2.6 LATE BIDS & MODIFICATIONS

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

2.7 DISCOUNTS & BID EVALUATION

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

2.8 TAX-EXEMPT

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

2.9 MATERIAL AVAILABILITY

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

2.10 ALTERNATE BIDS

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

2.11 QUALIFICATIONS OF BIDDERS

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

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

2.12 BID OPENING PROCESS

Bids will be publicly opened and read aloud and recorded at the time, date and location stated on the cover page of Invitation to Bid. No decisions regarding the award of the bid will be discussed at the bid opening. All Bidders and Participants are encouraged to attend.

2.13 REQUEST FOR BID TABULATIONS

Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by fax, e-mail or regular mail. Bid tabulations will be available for distribution the next business day following the bid opening.

2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS

Upon written request by the Program Coordinator, Bidders must submit samples and manufacturer's specification sheets

(including material safety data sheets), for each brand being bid to be considered for award. Failure to submit samples and specification sheets will result in rejection of your bid. Samples will be examined as a part of the bid evaluation. Any requested samples, shall be provided by the Bidder within five business days from requested date. Samples shall be returned to the Bidder by the Participants, upon request and the Bidder shall make arrangements for return of the samples, at Bidder's expense.

2.15 QUANTITIES

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

2.16 TRANSPORTATION CHARGES

All terms of delivery or conditions of this order are F.O.B. destination and inside delivery, and the Contractor shall pay all transportation charges. For any Non-Participant orders for delivery outside of the greater metropolitan area, the Contractor may add reasonable delivery costs to their quote.

2.17 ESCALATION/DE-ESCALATION CLAUSE

2.17.1 In regards to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, with 30 days notice, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to the Program Coordinator, and does not exceed the suggested list prices as stated officially by the manufacturer.

2.17.2 No increase request will be allowed for the first six-month period of the contract period.

2.17.3 Requested price increases shall be compared to the Consumer Price Index for the Midwest region. If requested increase exceeds the averaged CPI index, the Contractor will be required to submit documentation for increase from their suppliers.

2.17.4 The Program Coordinator shall distribute the price increase request to the Participants for review and approval.

2.17.5 A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of the Program Coordinator and the Participants. The Program Coordinator reserves the right to terminate the Contract rather than accept the price increase and to re-bid the Contract.

2.17.6 Additionally, it is expected of the Contractor to advise the Program Coordinator of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.

2.18 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS

Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.

2.19 FORMS

Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.

2.20 COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

2.21 ANTI-TRUST

Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

2.22 EQUAL OPPORTUNITY CLAUSE

2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees

to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.

2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below (if any), of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

a. Individual requirements: _____

2.23 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

2.25 UNIFORM COMMERCIAL CODE

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

2.26 CONFLICT OF INTEREST

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

2.27 INDEMNIFICATION AND INSURANCE

If any work is to be performed on any Participants' premises, the Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and hold harmless and indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents. A Certificate of Insurance shall be provided with the following coverage:

2.27.1 Comprehensive General Liability with minimum limit of \$1,000,000 combined single limit for bodily injury and property damage.

2.27.2 Comprehensive Automobile Liability with minimum limit of \$1,000,000 combined single limit.

2.27.3 Workers Compensation with minimum of statutory requirements.

2.27.4 Employers' Liability with minimum of \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.

2.27.5 Cancellation notification within thirty (30) days. MARC and Participants to be named as additional insured on certificate.

2.28 SUB-CONTRACTS

2.28.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the Program Coordinator to determine any disapproval of the use of such sub-contractor.

2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions

of persons directly employed by him.

2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.

2.1.5 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and MARC/KCRPC and Participants.

2.29 INDIVIDUAL REQUIREMENTS

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

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

3.1 AWARD OF CONTRACT

3.1.1 BASIS OF AWARD.

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities and informalities in bids, to disregard all non-conforming or conditional bids or counter-proposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

3.1.2 EVALUATION OF BIDS

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of delivery will also be a factor in the award.
- b) "Or Approved Equal" Clause.
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Program Coordinator and Participants, of equal substance and function. Substitute items may be rejected at the discretion of the Program Coordinator and Participants.
- c) 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 are equal or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders' expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

3.1.3 AWARD PROCESS

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

3.1.4 NOTICE OF AWARD.

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

3.2 CONTRACT TERMS

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

3.3 EXECUTION OF AGREEMENT

3.3.1 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and becomes the agreement and contract between the parties hereto.

3.3.2 The successful Bidder shall sign and return two (2) sets to the Program Coordinator, for countersignature by MARC. 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 Bid. Items not awarded, if any, will be noted on the Notice of Award.

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

3.4 CHANGES

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

3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

3.6 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS/COMPOSITE REPORT

3.6.1 The successful bidder agrees to provide products and/or services under this contract to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency, and Non-Profit corporation performing governmental functions that is listed as a Participant in this bid or is a member of any chapter affiliate of NIGP The Institute for Public Procurement. The successful bidder agrees to pay to MARC/KCRPC, a 1.5% Administrative Fee, based on each Participant's and Non-Participant's gross sales for each month.

3.6.2 The successful bidder shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. Program Coordinator will inform the entity (non-participant) of the requirement to be a chapter member. Written or verbal approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases off the contract.

3.6.3 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or NIGP to utilize the bid or contract unless they are specifically named in the invitation for bid as a Participant.

3.7 COMPOSITE REPORT AND PAYMENTS

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

- a) Payment of the 1.5% Administrative Fee to MARC/KCRPC, based on gross sales for each month to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council (The bid number and month of sales must be referenced on each payment.)
- b) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted to: MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659. The report shall include, at a minimum:
 - 1) Ordering entity and designated Participant or Non-Participant, Entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 2) The report shall be totaled for the accumulated dollar amount spent within the particular month period for each Participant or Non-Participant.
 - 3) Copies of invoices to ordering entity may be submitted, in lieu of a composite report.

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

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

3.7.4 RIGHT TO AUDIT

Program Coordinator may compare records provided by entities with reports submitted by Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty (30) calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

3.8 PURCHASE ORDERS

3.8.1 The Participants, and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Contracts.

3.8.2 When applicable to commodity/service, an order form will be provided by the Program Coordinator for the awarded items to each Contractor. Orders may be placed by either faxing or emailing the order form to the Contractor. A purchase order number will appear on the order form. The Participants will not be required to use the order form, and may choose to issue a purchase order or blanket purchase order..

3.9 FUND ALLOCATION

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

3.10 DELIVERY REQUIREMENTS – See Section 4.0

3.11 RESPONSIBILITY FOR SUPPLIES

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

3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, Program Coordinator and Participants reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

- 3.13 **PACKAGING**
The Participants will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
- 3.14 **CONTRACTOR'S INVOICES**
Invoices shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.
- 3.15 **ACTS OF GOD**
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 3.16 **BANKRUPTCY OR INSOLVENCY**
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.
- 3.17 **GENERAL GUARANTY AND WARRANTY**
3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
3.17.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.
- 3.18 **PATENTS**
Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
- 3.19 **INSPECTION AND ACCEPTANCE**
3.19.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.
3.19.2 No goods returned as defective shall be replaced without written authorization of the purchasing entity. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.
- 3.20 **INTERPRETATION OF CONTRACTS AND ASSIGNMENTS**

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

3.21 NOTICE AND SERVICE THEREOF

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

3.22 TERMINATION OF CONTRACT

3.22.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.

3.22.2 MARC/KCRPC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.

3.22.3 In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

4.0 DELIVERY LOCATIONS - SPECIFICATIONS:

4.1 Additional Participants and locations may be added with contract modification by mutual agreement.

Participant	Address	Contact:	Phone:	Email:

4.2 Specifications

5.0 PRICING and SUBMITTAL SECTION - Bidders must complete this section in its' entirety with Appendix ____ and return in sealed envelope. All pricing quoted shall include administrative fee and delivery costs.

Insert spreadsheet for pricing

Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?	Yes or No If yes, state Terms:	_____% Net ____ days
Is the addenda signed & attached to bid (if issued)?		Yes or No
Delivery time: F.O.B. Destination and Inside Delivery (will be used for evaluation)		____ Days (calendar)
Delivery time: Emergency orders		____ Days (calendar)
Delivery costs added for emergency orders?	Yes or No If yes, state cost:	
Submittals enclosed with bid? Section 5.0, Appendix ____		Yes or No
Does your company provide online ordering ability?	Yes or No If yes, state web:	
Does your company accept government procurement cards (i.e. Mastercard, Visa)?	Yes or No	

5.1 REFERENCES: -

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

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

5.2 KEY PERSONNEL: List staff members that are responsible for all work performed under this contract: (attach separate sheet if necessary). Identify the key individuals who will administer this contract. Describe the level of experience and credentials of the individuals assigned to this project.

Name	Qualifications	Training	Experience
a.			
b.			
c.			

5.3 SUBCONTRACTORS: Bidders must include information and references for any subcontractors to be utilized under this work. If no subcontractors will be used, state "N/A" or "none".

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

5.4 AVAILABLE EQUIPMENT: Available equipment means equipment to be used for work specified in bid; that is in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment, if applicable.

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

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

- a. Bidder does not make an offer in response to this invitation.
- or**
- b. Statement Of Firm Offer – Bidder’s offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in bid invitation.
- c. Cooperative Purchasing By Other Entities (Non-Participants) Under This Contract
- d. Certification Regarding Debarment and Suspension Appendix A completed and included with bid

5.5 Complete the following for ordering, purchase orders, and remittance contact information:

Ordering :	Contact Person:
	Phone No.: Fax No.:
	Email:
Mailing address for Purchase Orders:	Contact Person:
	Phone No.:
	Address:
	City, state, zip
Mailing address for Payments:	Contact Person:
	Phone No.:
	Address:
	City, state, zip

5.6 BIDDER'S CHECKLIST: IMPORTANT - DO NOT FAX BID OR ANY ADDENDUMS – ORIGINALS MUST BE SUBMITTED

- Attach submittal(s) required, as stated in Section 5.0
- Acknowledge Addenda by signing and returning with bid. Before submitting bids, per paragraph 2.5, all bidders are instructed to confirm if additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at www.marc.org/kcrpc/ or www.demandstar.com.
- Complete Section 5.0, Appendix A and B, in its' entirety and sign below. Per paragraph 2.1.3 "The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must 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."

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

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