



KANSAS CITY REGIONAL PURCHASING COOPERATIVE PROGRAM

USER GUIDE AND PROCEDURES

A Partnership of:

Mid-America Regional Council,

Mid-America Council of Public Procurement,

And Local Governments

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KANSAS CITY REGIONAL PURCHASING COOPERATIVE

INTRODUCTION:

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

The Kansas City Regional Purchasing Cooperative ([KCRPC](#)) is a partnership among 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 the costs of goods and services by obtaining more responsive prices.

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 governmental purchasing expertise to KCRPC. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

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

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

OBJECTIVE:

The objective is for MARC/KCRPC to provide the following benefits to local governments within the region:

- More cooperative contracts and more opportunities for volume discount savings to local governments.
- New initiatives and new opportunities to save money.
- New opportunities through partnerships with other local governments, schools, and national purchasing cooperatives.

Additional benefits will be available to the vendor by increasing bidding opportunities, larger volumes and increasing their customer base.

LEGAL AUTHORITY:

Each participating government entity is encouraged to obtain a Letter of Understanding, or a Resolution from their governing body, prior to bid solicitations, giving MARC/KCRPC authorization to issue and award bids on behalf of the Participant. The Letter of Understanding or Resolution may be issued for individual bids, or a blanket letter/resolution. Sample resolutions are available on the web at www.marc.org/kcrpc/.

In the event, a resolution has not been adopted at the time of award, that Participant will take their individual award recommendation to their Council/Commission for approval when required by their policies and issue a separate contract to the successful Bidder. Individual contracts issued by a Participant must reference the MARC/KCRPC assigned bid number and title, and copies are to be provided to MARC/KCRPC. To help keep administrative costs down, it is recommended each Participant have a blanket resolution or letter of understanding in place, and not for each specific bid issued by MARC/KCRPC.

METHODS OF COOPERATIVE PURCHASES:

MARC/KCRPC will use two methods of cooperative purchasing:

1. Joint bids

This method involves a commitment by the Participant to be listed in the bid as a Participant and to commit to a specific quantity, or annual estimated quantities of the selected commodity or service. A bid may be issued as one year or other period, as deemed appropriate by Program Coordinator and approved by Participants. Joint bid responses will be evaluated on the lowest and most responsive bids meeting specifications. The joint bid contracts may include renewal options, escalation/de-escalation clauses based on industry standards, as deemed necessary by the Program Coordinator, and approved by Participants. The advantage of joint bids is to increase the buying power by combining lower quantities of several entities into one bid and reducing administrative costs to individual entities, which in turn, saves the entities money. Specific requirements necessary for the Participants will be included in the specifications, such as individual equal opportunity requirements.

2. Cooperative Purchasing

This method, also known as piggybacking, involves adding a “cooperative purchasing” clause to each bid or RFP issued by MARC/KCRPC. Bidders are given the opportunity to accept or decline this clause to sell to non-Participants. The clause is as follows:

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

- Municipalities
- Counties
- State
- Governmental Public Utility
- Non-Profit Hospital, Non-Profit Clinic (medical/dental)
- Educational Institute (school, university, college)
- Special Governmental Agency
- Member of a chapter affiliate of The Institute for Public Procurement (nigp.org) in the region
- MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC’s regional work. When approved by MARC, any for-profit partners will be expected to be responsible for any applicable sales tax.
- MARC reserves the right to authorize eligible entities outside of the metropolitan region and allow entities to negotiate appropriate delivery charges.
- There shall be no obligation under the contract for any listed entity above, to purchase from the contract, unless they are specifically named in the bid or RFP as a Participant.

AWARDED CONTRACTS

All contracts issued by MARC/KCRPC will be posted in the MARC/KCRPC public [contract database](#) (powered by [CoProcure](#)) for viewing or download contracts. The contract database will include documents related to contract awards or contract renewals. Posted contracts will include the complete bid document, addendums, pricing with awarded items, delivery requirements, and the contract. Request for proposals will include the RFP, awarded contract with pricing, and record of respondents.

ROLE OF KCRPC

MARC will assign a staff person or contractor to serve as the Program Coordinator. The Program Coordinator is responsible for overseeing daily details of planning and scheduling multi-jurisdictional procurement projects, acting as a central point of contact and representative of MARC/KCRPC, establish procedures and user's guide, and market cooperative purchasing within the region. Other duties include:

- Identify new commodities eligible for cooperative purchasing and recruit local government participation.
- Issue bid packages, which include assembling, analyzing, administering, and marketing contracts to local governments.
- Track contract usage to develop information on projected cost savings generated by MARC/KCRPC contracts.
- Explore and initiate new cooperative purchasing activities.
- Form affiliations and partnerships with other regional & national cooperative purchasing organizations.
- Maintenance of contract database for purchasing information, easily accessible to users.

ROLE OF PARTICIPANT

The Participant is responsible for providing necessary specifications/quantities to the Program Coordinator, within the established bid timeframes, for inclusion in the bid documents.

Other duties include:

- Serve as the main point of contact throughout the bidding process.
- Provide specifications, estimated quantities and suggested vendors.
- Review draft copies distributed.
- Review award recommendations from the Program Coordinator.
- Distribute contract award information to applicable internal departments, and review ordering procedures with the departments.
- Notify Program Coordinator of any service/delivery problems during contract period.

DEFINITIONS

Definitions of all relevant terms and entities used throughout the procedures and bidding documents are provided below. Defined terms or entities used in the Invitation for Bid start with a capital letter.

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.
2. "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
3. "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital or Clinic, Educational Institution, Special Governmental Agency, or Non-Profit Corporation, located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant. MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partners will be

- expected to be responsible for any applicable sales tax.
4. "MACPP" refers to the Mid-America Council of Public Purchasing.
 5. "MARC" refers to the Mid-America Regional Council
 6. "Program Coordinator" refers to the authorized representative of MARC/KCRPC designated to handle bid solicitation and award and modification of the contract.
 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.
 8. "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
 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.
 10. "Administrative Fee" refers to the 1.5 percent 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.
 11. The "specifications" include Section 4 of the bid document.
 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.
 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.
 14. The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 15. The term "minimum" means the Participant will order stated quantity of supplies during the period of this contract at the price bid.

MARC/KCRPC REGIONAL JOINT BIDDING PROCEDURES

The Program Coordinator, or his/her designee, will serve as the lead on all MARC/KCRPC bids. All notifications, documents, lists will be transmitted electronically wherever possible to promote reduction of paper and to expedite communication between Program Coordinator and Participants.

1. INITIAL NOTIFICATION OF PENDING JOINT BIDS

Program Coordinator will publish potential joint bids via electronic transmittal to generate interest for a specific commodity/service. Program Coordinator will maintain a distribution list of those who respond to the initial notification. Based on responses received, the Program Coordinator will select the commodity/service to be bid. Decision to bid will be based on estimated volume, number of participants, dollar value and ability to standardize the specifications/requirements. It is preferred each Participant have at least \$10,000 in estimated annual volume, otherwise, the Participant can piggyback off an awarded contract.

2. FORMAL NOTIFICATION OF JOINT BIDS

2.1 The Program Coordinator will select the joint bid based on the above criteria and issue a formal invitation to agencies that responded. A second notice will be sent to all agencies on distribution list, as a reminder of upcoming bid, to generate as much participation as possible.

2.2 The Invitation to Participate will include the following:

- a. Cover memo with bid schedule, reminder to obtain or provide copy of their Letter of Understanding or Resolution, if not on file. Sample resolutions are available at www.marc.org/kcrpc or by contacting the Program Coordinator. Participants will designate point of contact.
- b. Instructions to provide any specific entity requirements, such as insurance, licenses, shipping locations, and to provide list of supplemental suppliers.
- c. Draft bid document will include basic format which includes the regional standard terms and conditions, specifications received by Participants and other information necessary.

2.3 Review Time:

A maximum of 10 calendar days will be allowed for Participants' review and to return draft with revisions/additions. To keep bidding process within a 90-day time frame, if a Participant is unable to return draft within the allotted time, they will be removed from the list, and encouraged to piggyback instead if bid schedule cannot be delayed. The awarded contract may be modified to add agencies to the contract with mutual agreement by the Contractor.

3. DRAFT BID DOCUMENTS

3.1 The Program Coordinator will review draft from the Participants, and request clarifications as needed. Program Coordinator will compile, and issue revised draft documents within five to ten working days from receipt of the items from Participants.

3.2 Revised bid document will include:

- a. Instructions for review of draft document (areas needing special attention highlighted).
- b. Request for suggested vendors, if not previously sent.
- c. Reminder regarding resolutions from Participant's governing body, if

not previously provided.

- d. Legal advertisements will be published in Kansas City Star, Kansas City Hispanic News, and The Call, one time each for an estimated contract value of at least \$50,000. Any local advertising required by each Participant will be conducted by that entity. Program Coordinator will provide the legal advertisement for use. The advertisement may be modified by the Participant, as necessary, to accommodate their specific entity requirement.

3.3 The Program Coordinator will allow five to ten working days from the date of circulation of draft document for review by the Participants, depending on the complexity of the bid. This process shall be repeated if Participants have proposed significant changes to the original document, until all Participants have approved a final document. The Program Coordinator shall allow at least five working days from the date of each re-circulation for review and approval.

4. FINAL BID DOCUMENT, PUBLICATION, MAILING AND CIRCULATION

Upon approval by Participants of the final bid document, the Program Coordinator will submit legal advertisement for publishing, post bid document on MARC/KCRPC and public procurement websites (currently using [DemandStar](#)), and addition of any supplemental suppliers to DemandStar. Participants will receive final bid document and bidders list.

5. ACTIONS DURING THE OPEN BIDDING PERIOD

5.1 Program Coordinator will:

- a. Maintain records for bid process.
- b. Be the sole contact for questions/clarifications pertaining to the bid.
- c. Provide responses to clarification requests from bidders. Maintain record of requests and responses from Participants for inclusion in the bid file or addenda. Obtain approval from Participants, as needed, for any addendums prior to issuance. Prepare and distribute addenda to bidders, and post on MARC and public procurement websites.
- d. Not issue addenda later than seven calendar days prior to bid opening date, unless revision to document can be considered a minor technicality, at the discretion of the Program Coordinator. If revision is considered a major revision the Program Coordinator will issue an addendum and postpone the bid opening to accommodate the seven-day clarification requirement. If the bid opening is postponed, the Program Coordinator will immediately notify all Participants and bidders by the most efficient method possible.

5.2 In the event a Participant needs to withdraw from the bid, a request must be sent to the Program Coordinator immediately for review. An addendum will be issued to remove the Participant, if the withdrawal request is approved. Withdrawals will not be allowed after the bids have opened, except for the following:

- a. Funding no longer available, or insufficient funding.
- b. Significant changes in Participant's requirements that would not be consistent with scope of the bid.
- c. Bid prices are higher than Participant's EXISTING valid contract (excluding MARC/KCRPC contracts). Documentation will be required before withdrawal is allowed.

6. BID OPENING

- 6.1 All bid/RFP responses will be submitted electronically only. Bid responses received after the published bid opening date and time, may not be opened, or accepted for consideration unless authorized by MARC/KCRPC. Late responses will not be recorded and returned unopened to the bidder, with letter stating reason bid is being returned. Program Coordinator, and/or designee, will be responsible for recording all bids received and maintaining a bid log, to include the bidder's name, date and time received.
- 6.2 No decisions relating to bid awards or discussion of bids based on lowest responsive bidders shall take place during or after the bid opening (does not include criteria-based selections such as RFP/RFQ's). Bidders must request bid tabulations by electronic mail. Bid tabulations will be available for publication by end of next businessday following the bid opening and published on MARC/KCRPC website and DemandStar, or other public procurement website. The Participants will receive their copy of the bid tabulation during the bid evaluation stage.
- 6.3 The Program Coordinator is responsible for interpreting bid documents and applying discretion to resolve irregularities and process disputes. The Program Coordinator will act in a manner to ensure the integrity of a fair, competitive procurement process while maximizing the best procurement opportunities for Participants.

7. BID EVALUATION AND RECOMMENDATION OF BID AWARD

- 7.1 Program Coordinator will receive all bids, evaluate bid responses, check references, obtain clarifications, and prepare a Recommendation of Bid Award within five to ten working days after the bid opening to the Participants. The Program Coordinator will request samples needed by the Participants to evaluate. The bidder will be deemed non-responsive if the bidder(s) fails to submit samples within the allotted time, and the next low bidder will be notified to submit samples.
- 7.2 Recommendation of Bid Award shall, at a minimum, include the three lowest bidders in the event a bidder does not fulfill the notice of award requirements, rationale for recommendation of other than the apparent low bidder, results of reference checks, spreadsheet detailing the pricing, payment terms, prompt payment discounts offered, delivery information, and any other information pertinent to bid award.
- 7.3 The Participants will return their recommendation within five to ten working days of issuance. In the event a Participant does not agree with the initial recommendation, they will notify the Program Coordinator immediately, to discuss available resolutions.
- 7.4 The Program Coordinator will prepare contract sets and pricing lists to the Contractor for review and signature. Upon receipt of signed contract, Program Coordinator will submit with recommendation and overview of process to the MARC Executive Director or his/her designee, to review and approve contract for quality control. The ultimate purchasing authority rests with the Participants. If the recommended bidder(s) fails to supply the required bid submittals within the period specified by the Notice of Award, the Program Coordinator may use their discretion and withdraw the award, in writing, and proceed with next lowest recommended bidder. The Program Coordinator shall send a revised Notice of Bid Award to Participants, with reasons why the previous recommended bidder was rejected. Participants will make recommendation to accept

or reject the next bidder. If the Participants approve to accept, the above steps will be repeated.

7.5 In the event, a resolution has not been adopted, at the time of award, a Participant may need to submit their award recommendation to their Council/Commission for approval and will issue a separate contract to the successful Bidder. Any individual agency contracts issued shall not conflict with original contract terms. The Program Coordinator will provide necessary documents to the Participants for their governing body approval. The Participants required to take contract award to their governing body for approval to award, will provide the Program Coordinator with copies of contracts and Notices of Awards issued, for inclusion in the bid file.

8. NOTICE OF AWARD, SUBMITTALS AND CONTRACT

Upon receipt of executed contracts by MARC, the Program Coordinator will distribute contracts to Participants and Contractors. Contracts will be published in the KCRPC contract database at www.marg.org/kcrpc/, DemandStar, or other procurement website, to reflect awarded Contractor and award amounts.

9. ACTIONS DURING THE CONTRACT PERIOD

9.1 The Program Coordinator will be the primary contact (except for orders or invoices) and assist in the resolution of contract issues between Participants and the Contractor. The Program Coordinator will inform Participants of contract developments during the contract period. Program Coordinator may issue general contract modifications and/or contract period extensions with approval of the Participants. Executed contract modifications will be provided to all Participants within two working days following the date of execution. Modifications will be published in the KCRPC contract database.

9.2 Program Coordinator will monitor contract usage, receive sales reports from the contractor, entities using the contract, and commodities or services purchased through the contract.

9.3 Program Coordinator will submit to Participants of any requested price increases if escalation/de-escalation clause is included in the contracts. Program Coordinator will research and request justification from the Contractor to substantiate requested price increases. A modification to the contract will be issued if Participants approve.

9.4 Participants will distribute award information to their departments. Participants are responsible for issuing purchase orders, payments of invoices, and scheduling deliveries.

9.5 Participants will not solicit for pricing outside the contract. If Participant does violate this rule, the Participant may be barred from participating in future joint bids. Once a contract is awarded on behalf of a Participant, the Participant must use the contract when the commodity or service is needed.

9.6 Participants are not allowed to modify, change or alter any part of a contract without notifying the Program Coordinator of their need. Any requests received will be reviewed for possible addition or change to the contract and the Contractor will be given the opportunity to review and modify their pricing accordingly. If the requests are approved, the Program Coordinator will issue a contract modification.

10. ACTIONS DURING THE CONTRACT RENEWAL PERIOD

10.1 The Program Coordinator will initiate renewal a minimum of 60 calendar days before the contract expiration date. Program Coordinator will review contract for available renewal options and contact Contractor to obtain price changes or updates (i.e., model, part number, or packaging) to contract. Program Coordinator shall research any changes to ensure the pricing is still competitive and within the published Consumer Price Index (CPI). Recommendation will be sent to Participants for opportunity to approve/reject renewal recommendation. If Participants accepts renewal terms, Program Coordinator will prepare contract modification and update price lists and submit to Contractor for review and signature. Upon receipt, Program Coordinator will submit recommendation memo to MARC for final approval and countersignature on contract modification. Program Coordinator will distribute executed modification to the Participants and publish in contract database. Program Coordinator will review total purchases through previous contract period and compare to original estimated value submitted by each Participant. If discrepancies are found (i.e., 25% or more difference between estimates and actual purchases), the Program Coordinator will contact Participant to investigate why contract is not being used.

10.2 In the event Participants reject the renewal offer, Program Coordinator will proceed with issuing a new joint bid. Program Coordinator will notify the Contractor of Participants' decision not to renew.

11. TIMELINE FOR BIDDING PROCESS

The average timeline for a joint bid is 90-120 days for entire process, depending on complexity of bid and number of Participants involved. Actual time will vary depending on timely responses during draft stage, bidding stage, and return of award recommendations.

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