

# REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

NOV 13 '19 AM 9:55

Completed by County Counselor's Office:

Resolution No.: 20306

Sponsor(s): Crystal Williams

Date: November 18, 2019

## EXECUTIVE OFFICE

SUBJECT

NOV 13 '19

Action Requested

☐ Resolution

☐ Ordinance

Project/Title: Awarding a Twelve Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of OFFICE PAPER for use by the Various Departments to Clayton Paper & Distributing of St. Joseph, MO; under the terms and conditions of Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) contract number 88, an existing competitively bid contract.

BUDGET  
INFORMATION  
*To be completed  
By Requesting  
Department and  
Finance*

|   |    |
|---|----|
| Amount authorized by this legislation this fiscal year:   | \$ |
| Amount previously authorized this fiscal year:            |    |
| Total amount authorized after this legislative action:    | \$ |
| Amount budgeted for this item * (including transfers):    | \$ |
| Source of funding (name of fund) and account code number: | \$ |

\* If account includes additional funds for other expenses, total budgeted in the account is: \$

OTHER FINANCIAL INFORMATION:

☐ No budget impact (no fiscal note required)

☒ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:

Department:

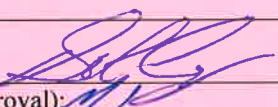
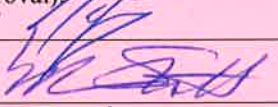


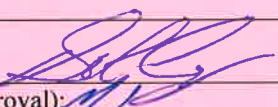
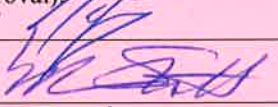


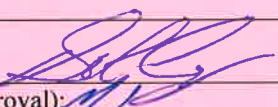
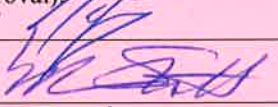


Estimated Use: \$

|                       |           |
|-----------------------|-----------|
| Assessment            | \$ 5,000  |
| BOE                   | \$ 450    |
| Collections           | \$ 5,000  |
| Combat                | \$ 1,800  |
| Communications        | \$ 1,100  |
| Corrections           | \$ 15,000 |
| County Counselors     | \$ 1,500  |
| DTF                   | \$ 1,000  |
| Executive Office      | \$ 800    |
| Facilities            | \$ 500    |
| Family Support        | \$ 10,000 |
| Finance/Purchasing    | \$ 3,000  |
| Human Resources       | \$ 950    |
| Legislatures/Auditors | \$ 500    |
| Medical Examiner      | \$ 1,600  |
| MIS/IT                | \$ 1,000  |
| Municipal Court       | \$ 500    |
| Parks + Rec           | \$ 4,250  |
| Population Control    | \$ 1,500  |
| Prosecuting Attorney  | \$ 16,000 |
| Public Administrators | \$ 600    |
| Public Works          | \$ 3,500  |
| Recorder of Deeds     | \$ 1,200  |
| Sheriff's             | \$ 5,000  |
| Total                 | \$ 81,750 |

This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

Prior Year Budget (if applicable): \$ 79,056

Prior Year Actual Amount Spent (if applicable): \$51,867

|   |  |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
|---|--|-------|----------------------|---|---|----------------------------|---|---|-------|----------|-------------------|---|-------|----------|----------------------------|--|-------|----------|
| PRIOR LEGISLATION                                     | Prior ordinances and (date):<br>Prior resolutions and (date): 18613 (September 2014)   |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| CONTACT INFORMATION                                   | RLA drafted by (name, title, & phone): Craig A. Reich, Senior Buyer, 816-881-3265  |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| REQUEST SUMMARY                                       | <p>All County Departments require a Term and Supply Contract of the purchase of OFFICE PAPER.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of Term and Supply Contract for the furnishing of OFFICE PAPER for use by All County Departments from the following existing competitively bid government contract:</p> <table border="0"> <tr> <td>RECOMMENDED VENDOR</td> <td>CONTRACT NUMBER</td> </tr> <tr> <td>Clayton Paper &amp; Distributing,<br/>St. Joseph, Missouri</td> <td>MARC/KCRPC Contract NO. 88</td> </tr> </table> <p>The Director of Finance and Purchasing recommends the approval of this contract due to a higher volume discount offered to larger entities and purchasing groups.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for the specific purchases is subject to annual appropriations.</p> |       | RECOMMENDED VENDOR   | CONTRACT NUMBER   | Clayton Paper & Distributing,<br>St. Joseph, Missouri | MARC/KCRPC Contract NO. 88 |   |   |       |          |                   |   |       |          |                            |  |       |          |
| RECOMMENDED VENDOR                                    | CONTRACT NUMBER  |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| Clayton Paper & Distributing,<br>St. Joseph, Missouri | MARC/KCRPC Contract NO. 88   |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| CLEARANCE   | <input type="checkbox"/> Tax Clearance Completed (Purchasing & Department)<br><input checked="" type="checkbox"/> Business License Verified (Purchasing & Department)<br><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)   |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| COMPLIANCE  | <input type="checkbox"/> MBE Goals<br><input type="checkbox"/> WBE Goals                      N/A<br><input type="checkbox"/> VBE Goals  |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| ATTACHMENTS   | MARC/KCRPC Contract No. 88   |       |                      |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| REVIEW  | <table border="0"> <tr> <td>Department Director:</td> <td></td> <td>Date:</td> <td>11-13-19</td> </tr> <tr> <td>Finance (Budget Approval):<br/>If applicable</td> <td></td> <td>Date:</td> <td>11/13/19</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date:</td> <td>11/13/19</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> <td>11/14/19</td> </tr> </table>  |       | Department Director: |  | Date:   | 11-13-19                   | Finance (Budget Approval):<br>If applicable |  | Date: | 11/13/19 | Division Manager: |  | Date: | 11/13/19 | County Counselor's Office: |  | Date: | 11/14/19 |
| Department Director:                                  |   | Date: | 11-13-19             |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| Finance (Budget Approval):<br>If applicable           |   | Date: | 11/13/19             |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| Division Manager:                                     |   | Date: | 11/13/19             |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |
| County Counselor's Office:                            |    | Date: | 11/14/19             |   |   |                            |   |   |       |          |                   |   |       |          |                            |  |       |          |

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure

is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #

☐ Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
|                 |                |                       |

☒ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



**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:

**OFFICE PAPER**

**BID NO. 88 - Issued August 30, 2019**

**BIDS MUST BE RECEIVED BY:** September 20, 2019 1:00 P.M. Local Time  
(Late bids will not be accepted for any reason)

**BIDS WILL BE OPENED AT:** September 20, 2019 1:00 P.M. Local Time,

**RETURN ELECTRONIC BIDS TO:** Program Coordinator by electronic mail in PDF / XLS format only

**SUBJECT LINE:** Bid 88 – Opens 9/20/19 – Bidder/Company Name

**CLARIFICATIONS:** Requests for clarification will not be accepted after 3:00 p.m. on September 10, 2019  
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 October 11, 2019

**CONTRACT PERIOD:** November 1, 2019 to October 31, 2020 (with option to renew for four (4) 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.
- Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, 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."

## TABLE OF CONTENTS:

|   |       |
|---|-------|
| Cover Page  | 1     |
| Table of Contents                                   | 2     |
| Legal Advertisement                                 | 2     |
| 1.0 Introduction                                    | 3 - 4 |
| 2.0 Specific Requirements                           | 5-9   |
| 3.0 General Conditions (Award and Post-Award)       | 10-15 |
| 4.0 Specifications – Delivery Locations             | 16-18 |
| 5.0 Pricing – Submittals – (Attachment Excel sheet) | 19-22 |

Appendix A – Bidder Warranties

Appendix B – Authorization to Sign and Non-Collusion

Appendix C – Missouri Disabled Veterans Preference

Appendix D – Missouri Products Preference

Appendix E – Jackson County, Mo. Affidavit

## LEGAL ADVERTISEMENT

### INVITATION FOR BID

BID # 88

MARC/KCRPC is seeking bids for office paper. Bids due by 1PM 9/20/19. Visit [www.demandstar.com](http://www.demandstar.com) or [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) for document or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published:      Kansas City Star                      8/30/19  
                      The Call                                8/30/19  
                      Kansas City Hispanic News            8/29/19

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

SCOPE: The Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC), will accept separate sealed bids from qualified persons or firms interested in providing office paper (all purpose, virgin, recycled), tissues and towels, as a one-year contract for area participating governmental entities (Participants). Quantities listed herein, are annual estimates only. No guarantee is made as to quantities purchased. Purchases will be made on an "as needed" basis by each Participant. Unit pricing shall include 1.5% administrative fee, inside delivery, next day desk-top delivery, to individual departments as requested by ordering Participant. Successful bidder is required to submit quarterly sales activity reports and payment of administrative fees to MARC/KCRPC.

## 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](http://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 procurement ([www.macpp.org](http://www.macpp.org)).
  - 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 percent) fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11 The "specifications" include Section 4.0 and 5.0 pricing.
  - 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# 43-1676432), 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 National Institute of Governmental Purchasing (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, 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 governmental procurement expertise to KCRPC. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

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

Bonner Springs, Kansas  
Jackson County, Missouri  
Liberty, Missouri  
Mid-America Regional Council  
Overland Park, Kansas  
Pleasant Hill, Missouri

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

### **2.2    CONTRACT PERIOD**

This invitation to bid is for a one-year contract, with option for four additional one-year renewal periods. The option to renew for up to four additional one-year contract periods shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit 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 (C.P.I.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

### **2.3    SUBMISSION & ACCEPTANCE OF BIDS**

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Section 5.0, Excel pricing sheet and appendices **MUST** be completed and submitted electronically by e-mail to Program Coordinator by date and time stated on cover page, including any addendums. Section 5.0 pricing sheet must be provided in Excel format, and remaining Section 5.0 and appendices in PDF format. Bidders shall retain a copy for their records. Bidders must confirm receipt of submittal with Program Coordinator, documents were received prior to bid date and time in the event spam programs block submissions.
- 2.3.3 Telegraphic or faxed bids may not be considered unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the 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 bidder's 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 by the clarification deadline stated on cover page. 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 - Not Applicable – Electronic submittal only**

**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 or on [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) under "current bids".

**2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS**

Upon written request of Program Coordinator, bidders must submit samples and manufacturer's specification sheets for evaluation, within five (5) business days of notification. **Do not submit samples with bid.** Failure to submit samples and specification sheets when requested will result in rejection of your bid. Samples will be examined as a part of the bid evaluation. It will be responsibility of the bidder to mail or deliver the samples and specification sheets to the Participants.

Mark all recycled paper with corresponding bid line item number, brand, mill, PCW content, and brightness. As alternative, copies of ream labels with each type of paper will suffice, if all information is included on the label. Provide color chart(s) showing available colors. Each Participant will require a minimum of five (5) sheets, per paper type (virgin and recycled), as instructed by Program Coordinator.

**2.15 QUANTITIES**

Quantities listed herein are annual estimates and do not obligate any of the Participants to purchase listed quantities. Purchase orders will be issued by each Participant, on an as needed basis. 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 – See Section 4.0 for specific delivery locations**

All terms of delivery or conditions of this order are F.O.B. destination, next day, desk top, inside delivery to individual departments, and the Contractor shall pay all transportation charges.

**2.17.1 ESCALATION/DE-ESCALATION CLAUSE –**

2.17.1 In regard 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 The Program Coordinator shall distribute the price increase request to the Participants for review.

2.17.3 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 rebid the Contract.

2.17.4 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.

2.17.5 The Program Coordinator will issue a contract modification to the Contractor, if price changes are accepted.

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

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

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

**2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**2.25 UNIFORM COMMERCIAL CODE**

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 - Not Applicable**

**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.
- 2.28.4 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 bidder's 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, Non-Participant 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 five (5) calendar days to return the contract and any requested submittals, such as certificate of insurance or proof of business licenses (if applicable).

**3.2 CONTRACT TERMS**

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, 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 Program Coordinator will furnish original Agreements, to the successful Bidder who shall sign and return to the Program Coordinator. The final approval will be executed by countersignature of MARC Executive Director to provide 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 against the MARC/KCRPC contract. 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 not listed as a Participant in this bid or is chapter affiliate of NIGP-The Institute for Public Procurement ([www.nigp.org](http://www.nigp.org)). 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 quarter.
- 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 an NIGP chapter affiliate. Written or verbal approval by the Program Coordinator will 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 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 quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council. 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, Mo., 64105-1659. The report shall include, at a minimum:
    - 1) Ordering entity and designated Participant or Non-Participant
    - 2) Entity's purchase order number, and date ordered,
    - 3) Item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
    - 4) The report shall be totaled for the accumulated dollar amount spent within the particular quarterly period for each Participant or Non-Participant. Invoice copies may be submitted in lieu of report. The preferred format for the report is Excel worksheet.
- 3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein, shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1½ % per month until paid.
- 3.7.3 Reports and payments of fees under this contract shall be due 30 calendar days after the end of each quarter.
- 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

3.8.2 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.

3.8.3 A price list will be provided by the Program Coordinator for the awarded items to each Contractor and Participants. Orders will be placed by each Participant by purchase order, credit card using fax, phone or email to the Contractor. MARC/KCRPC will not be involved with the ordering of chemicals. The Participants may choose to issue a purchase order each time or a 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 for Detailed Information

### 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. **The Contractor is allowed to invoice the ordering Participant for restocking fees (as quoted in Section 5.0) for any refused deliveries made under an authentic purchase order issued by that Participant. Restocking fee will be applied if Participant does not cancel order prior to shipment.**

### 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 to Participant or non-Participant, unless otherwise specified. Invoices shall contain the following information: MARC/KCRPC Bid Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. 1000/M, case, box, each). Any invoices received with incorrect units of measure, will be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of 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 of defects.
- 3.19.2 No goods returned as defective shall be replaced without written authorization of the Participant. 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.

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

#### 4.0 DELIVERY REQUIREMENTS AND SPECIFICATIONS

- 4.1 The Participants require next day, desk top delivery. If delivery falls on a non-business day, delivery will be made on the following business day following receipt of the order.
- 4.2 Participants will order on an as needed basis, therefore, a one case minimum delivery will be allowed.
- 4.3 All items ordered under this contract shall be shipped FOB Destination, inside delivery, to individual departments, to any area of Jackson County, Missouri; Cass County, Missouri; Platte County, Missouri; Clay County, Missouri; Ray County, Missouri; Johnson County, Kansas; Leavenworth County, Kansas; and Wyandotte County, Kansas; and Douglas County, Kansas as called for on the purchase order. Participant employees are not to assist with the delivery of paper, nor are they to be requested to.
- 4.4 Specific delivery requirements for Mid-America Regional Council - Orders to be delivered to the 2<sup>nd</sup> and 3<sup>rd</sup> floor. Access through 2<sup>nd</sup> floor entry, check-in at front desk for key.

| PARTICIPANT    | DEPT                                | ADDRESS                       | CITY           | ST | ZIP        | PHONE                            |
|----------------|-------------------------------------|-------------------------------|----------------|----|------------|----------------------------------|
| Bonner Springs | City Hall                           | 205 E 2 <sup>nd</sup> Street  | Bonner Springs | KS | 66012      | 913-667-1704                     |
| Bonner Springs | Police Department                   | 130 N Nettleton               | Bonner Springs | KS | 66012      | 913-422-7800                     |
| Jackson County |                                     | 415 E 12 <sup>th</sup> Street | Kansas City    | MO | 64106      | 816-881-3265                     |
| Liberty        | City Hall – for general information | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4412<br>Dan Estes        |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4505<br>Michael Crooks   |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4416<br>Janet Pittman    |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4467<br>Cissy Mills      |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4741<br>Vicki Pittman    |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4719<br>Lori Sutton      |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4533<br>Jennifer Schuele |
| Liberty        | City Hall                           | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4545<br>Donna Simmons    |
| Liberty        | Community Center                    | 1600 S Withers Rd             | Liberty        | MO | 64068      | 816-439-4365<br>Pam Young        |
| Liberty        | Public Works Garage                 | 101 E Kansas                  | Liberty        | MO | 64068      | 816-439-4517<br>Linda Shanks     |
| Liberty        | Water Treatment Facility            | 101 E Kansas                  | Liberty        | MO | 64068      | 816-935-3574<br>Greg Peugh       |
| MARC           | Floors 2 - 3                        | 600 Broadway Suite 200        | Kansas City    | MO | 64105-1659 | 816-474-4240                     |
| Overland Park  | City Manager 121                    | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Communications 122                  | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Info Technology 123                 | 8500 ANTIOCH RD               | Overland Park  | KS | 66212-3503 |                                  |
| Overland Park  | Info Technology 123A                | 12400 FOSTER ST               | Overland Park  | KS | 66213-2629 |                                  |
| Overland Park  | Facilities Management 127           | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Municipal Court 131                 | 12400 FOSTER ST               | Overland Park  | KS | 66213-2629 |                                  |
| Overland Park  | Law 141                             | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Prosecutors Office 141A             | 12400 FOSTER ST               | Overland Park  | KS | 66213-2629 |                                  |
| Overland Park  | FBA 152/153                         | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 | 913-895-6155                     |
| Overland Park  | Human Resources 191                 | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Payroll 192                         | 8500 SANTA FE DR              | Overland Park  | KS | 66212-2866 |                                  |
| Overland Park  | Police Administration 201           | 12400 FOSTER ST               | Overland Park  | KS | 66213-2629 |                                  |

|               |                                 |                   |               |    |            |              |
|---------------|---------------------------------|-------------------|---------------|----|------------|--------------|
| Overland Park | Emergency Services 207          | 8500 ANTIOCH RD   | Overland Park | KS | 66212-3503 |              |
| Overland Park | Emergency Services 207          | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | Patrol Division 212             | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | Patrol Division 212             | 8500 ANTIOCH RD   | Overland Park | KS | 66212-3503 |              |
| Overland Park | Patrol Support 217              | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | COPPS/SRO 217                   | 8500 ANTIOCH RD   | Overland Park | KS | 66212      |              |
| Overland Park | PW Admin 301                    | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | Street Engr. & Const. 310       | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | Traffic Services 320            | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | Public Works Maintenance 330    | 11300 W 91ST ST   | Overland Park | KS | 66214-1714 |              |
| Overland Park | Public Works Maintenance 330A   | 6869 W 153RD ST   | Overland Park | KS | 66223-3118 |              |
| Overland Park | Parks Administration 501        | 11921 HARDY ST    | Overland Park | KS | 66213-1471 |              |
| Overland Park | Parks Services 512              | 11921 HARDY ST    | Overland Park | KS | 66213-1471 |              |
| Overland Park | Recreation Services 520         | 8101 MARTY        | Overland Park | KS | 66204      |              |
| Overland Park | Arts Commission 525             | 6300 W 87TH ST    | Overland Park | KS | 66212-1203 |              |
| Overland Park | Aquatics 540                    | 8101 MARTY        | Overland Park | KS | 66204      |              |
| Overland Park | Planning & Dev. Services 601    | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | BLDG 608 BUILDING SAFETY 608    | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | Engineering Services 615        | 8500 SANTA FE DR  | Overland Park | KS | 66212-2866 |              |
| Overland Park | Facilities Management 127       | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | Patrol Support Fleet Manager 21 | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park |                                 | 9550 W 95TH ST    | Overland Park | KS | 66212-5062 |              |
| Overland Park |                                 | 12401 HEMLOCK ST  | Overland Park | KS | 66213-1451 |              |
| Overland Park | Detective Division 221          | 8500 ANTIOCH RD   | Overland Park | KS | 66212-3503 |              |
| Overland Park | Detective Division 221          | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | Admin Services 252              | 8500 ANTIOCH RD   | Overland Park | KS | 66212-3503 |              |
| Overland Park | Admin Services 252              | 12400 FOSTER ST   | Overland Park | KS | 66213-2629 |              |
| Overland Park | Golf Course 530                 | 12698 NIEMAN RD   | Overland Park | KS | 66213-2154 |              |
| Overland Park | Patrol Support 217              |                   | Overland Park |    | 66213-2220 |              |
|               |                                 | 11900 WESTGATE ST |               | KS |            |              |
| Overland Park | Basement Level                  | 12401 HEMLOCK ST  | Overland Park | KS | 66213-1451 |              |
| Overland Park | Comm. Planning & Service 605    | 8500 ANTIOCH RD   | Overland Park | KS | 66212-3503 |              |
| Overland Park | Fire Training Center            | 12401 HEMLOCK ST  | Overland Park | KS | 66213-1451 |              |
| Overland Park | Community Center - TRCC         | 11902 LOWELL AVE  | Overland Park | KS | 66213-1100 | 913-327-6938 |
| Pleasant Hill | City Hall                       | 203 Paul St.      | Pleasant Hill | MO | 64080      | 816-540-3135 |

#### 4.2 SPECIFICATIONS AND DEFINITIONS:

- 4.2.1 Recovered material – Waste materials and byproducts that have been recovered or diverted from the solid waste stream. It does not include mill broke materials and by-products as generated from and re-used within an original manufacturing process. Recovered materials include: paper, paperboard, and fibrous waste after they have passed through their end usage as a consumer item: paper, paperboard and fibrous waste that enter and are collected from solid wastes; dry paper and paperboard waste generated from manufacturing or products made from paper (i.e. cuttings and trimmings of the paper machines and waste from printing, cutting, forming and other converting operations); rejected, unused stock, finished paper and paperboard from obsolete inventories of manufacturers, merchants, wholesalers, dealers, printers, converters, or others; fibrous by-products of harvesting, manufacturing, extractive, or wood cutting process, etc., and other forest residues; waste generated by the conversion of goods made of fibrous material; and fibers recovered from wastewater that otherwise would enter the waste stream.
- 4.2.2 Post-consumer Material – Post-consumer material is defined as only those products generated by a consumer which have served their intended end use and which have been separated or diverted from solid waste. Wastes generated during production of an end product are excluded.
- 4.2.3 Post-consumer Waste – Post-consumer waste is defined as waste produced by the end consumer of a material stream, particularly when the waste-producing use is not in the production of another product.

4.2.4 Millbroke – Any paper waste generated in a paper mill prior to the completion of the paper-making process. Millbroke is excluded from the definition of "Recovered Materials".

4.2.5 Groundwood Sheets – Composed of non-permanent constituents of wood as well as chemical pulp and subject to deterioration in strength and color in the presence of sunlight, heat and air.

4.3 RECYCLED PAPER

Recycled content shall not less than thirty percent (30%) post-consumer waste (PCW) for white paper. Recycled content shall not be less than twenty percent (20%) post-consumer waste (PCW) for color paper.

4.3 GENERAL

All papers shall be long grain, resist curl and static, and give sharp, clear reproductions. Paper shall be relatively free of dark specks. Ground wood sheets are not acceptable. White papers shall measure at a minimum, the specified brightness on the brightness scale, as shown on the pricing page.

4.4 VIRGIN PAPER

Virgin xerographic paper shall be dual purpose, premium No. 4 grade, in the weight specified on pricing page, long grain, resist curl and static, and give sharp clear reproduction. Ground wood sheets are not acceptable. Paper opacity shall measure a minimum of eighty (80) on the opacimeter. White papers shall measure a minimum on the brightness scale, as specified on the pricing page, or higher.

4.5 PACKAGING

All papers shall be packed in moisture proof wrap. Each ream wrapper and carton shall properly identify paper contents, manufacturer, and percentage of recycled content. Each ream shall contain five hundred (500) sheets.

## 5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, and appendices, in their entirety and returned. All pricing quoted shall include inside delivery and administrative fees. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail. Price quoted must be shown in case price only.

|   |   |
|---|---|
| Total bid (carried over from 5.0 Price List, Excel spreadsheet)   | \$ 152,451.95   |
| Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?  | <input checked="" type="checkbox"/> Yes <u>1</u> % Net <u>10</u> Days (Calendar)<br><input type="checkbox"/> No |
| Addenda signed and submitted with bid (if any were issued)?   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| Do you offer an "off shelf" discount for similar products within scope of work?   | <input checked="" type="checkbox"/> Yes <u>18</u> %<br><input type="checkbox"/> No                              |
| Do you offer online ordering ability?   | <input checked="" type="checkbox"/> Yes <u>www.claytonpaper.com</u><br><input type="checkbox"/> No              |
| Delivery requirement:<br>F.O.B. destination, inside delivery and next day delivery. Orders must be placed by <u>11</u> am/pm to be delivered next business day.   |   |
| Delivery time - Emergency orders (same day delivery):<br>Orders must be placed by <u>500</u> to be delivered same day.<br><u>\$27.00</u> Additional charge for emergency order (if any)   |   |
| State ability to meet all delivery requirements of Participants (attach separate sheet if necessary):<br><u>Yes</u>   |   |
| State schedule of alternate delivery days for holidays:   |   |
| Are there any exceptions or additions to the requirements and specifications? If "yes", attach separate sheet detailing the exceptions or additions. Any details provided must be cross referenced to the appropriate section, paragraph or line item number from 5.0 spreadsheet/pricing list. | <input type="checkbox"/> Yes<br><input type="checkbox"/> No   |
| Do you accept government procurement cards (i.e. Visa/MasterCard)?  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  |
| State restocking charge, if any, for any refused orders delivered on authorized purchase order (to be added to invoices when applicable):   | \$ <u>1520</u>  |

5.1

## REFERENCES: -

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

|                           | Reference 1                                   | Reference 2   | Reference 3           |
|---------------------------|---|---|-----------------------|
| Contact Name              | Richard Gentry                                | Cindy Wood  | Debbie Mason          |
| Title:                    | Director of Purchasing                        | Senior Buyer  | Purchasing            |
| Company Name              | North KC School Dist                          | Educational Services  | Heartland Reg Medical |
| Address                   | 2000 NE 46th St                               | NW Mo State Univ<br>800 University dr   | 5325 Faraon           |
| City, State               | Kansas City MO 64116                          | Maryville MO 64468  | St Joseph MO 64507    |
| Area code & phone number: | 816-413-5182                                  | 660-562-1574  | 816-273-0507          |
| Services Provided:        | copy paper, janitorial supplies, food service | copy paper, food serv towels, tissue, copy disp, chemical, tissue paper, food serv disp |                       |
| Date services provided:   | On Going                                      | On Going  | On Going              |

5.2

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 paper 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. Jim Clayton | President      |          | 26yrs      |
| b. Matt Carver | Warehouse Mgr  |          | 20 yrs     |
| c. Lola Quick  | CS Manager     |          | 5months    |

5.3

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

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

- 5.4 AVAILABLE EQUIPMENT: Available equipment means equipment to be used for work specified in the 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 Complete the following contact information for emergency, ordering, purchase orders, and remittance:

|             |                       |
|-------------|-----------------------|
|             | Emergency Contact:    |
| Name:       | Jim Clayton           |
| Phone:      | 816-364-0220          |
| Cell Phone: | 816-564-4101          |
| Email:      | jimc@claytonpaper.com |

|                  |   |
|------------------|---|
|                  | Ordering (and mailing purchase orders): |
| Name:            | Clayton Paper & Distribution Inc        |
| Address:         | 1302 S 58th St                          |
| City, state, zip | St Joseph MO 64507                      |
| Phone:           | 816-364-0220                            |
| Email:           | orders@claytonpaper.com                 |

|                  |                                  |
|------------------|----------------------------------|
|                  | Remittance:                      |
| Name:            | Clayton Paper & Distribution Inc |
| Address:         | 1302 South 58th ST               |
| City, state, zip | St Joseph MO 64507               |
| Phone:           | 816-364-0220                     |

|        |                              |
|--------|------------------------------|
|        | Sales Reporting and Rebates: |
| Name:  | Jim Clayton                  |
| Phone: | 816-364-0220                 |
| Email: | jimc@claytonpaper.com        |



## 5.6

## BIDDER'S CHECKLIST:

\_\_\_\_ Acknowledge Addenda (if any) by signing and returning with bid by electronic mail (do not fax or mail). Confirm if addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) or [www.demandstar.com](http://www.demandstar.com).

\_\_\_\_ Complete Section 5.0 Pricing and Appendices in their entirety

Statement of Offer - Bidder to check (a) or (b), and (c) 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 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) Allow cooperative purchasing by other entities (non-Participants).

Clayton Paper & Distribution Inc

Bidder's (Company) Name

By:

Signature of Authorized Agent

President

Title

1302 South 58th St

Address

St Joseph MO 64507

City/State/Zip

816-364-0220

Phone No

816-364-0086

Fax No

9/18/2019

Date

jimc@claytonpaper.com

E-Mail Address

43-1543248

Tax ID No.

## Revisions:

12/18/03 para 2.22 (added individual requirements), 5.0 signature block  
 03/02/04 para 2.3.5 (address), 2.7 (pro-cards), 3.3, 3.3.5, 3.7.3  
 06/11/04 para 3.1.14  
 09/16/04 para 3.7.1 'c', 3. Section 5.0  
 02/08/05 para 3.3 Execution of Agreement and para 3.8.2 Purchase orders  
 04/01/05 changed administration fee & frequency of reporting 7/16/19 quarterly reporting  
 02/27/08 Added Debarment and Suspension Certification Form  
 12/05/08 Added Missouri Sunshine Law para  
 04/17/19 para 3.23 laws governing  
 07/16/19 para 3.8 purchase orders

## APPENDIX A

### 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): Jim Clayton

Title: President

Date: 9/18/2019

APPENDIX B

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

STATE OF Missouri )  
COUNTY OF Buchanan ) SS.

Jim Clayton of the City of St. Joseph  
(Name of Individual)

County of Buchanan State of Missouri

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

1. That I am the President (Title) of Clayton Paper & Distribution Inc (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.

Clayton Paper & Distribution Inc (Firm Name)  
By: [Signature] (Signature)  
Jim Clayton (Printed Name)  
President (Title)

Mailing Address 1302 S 58th St St Joseph MO 64507

Phone 816-364-0220 FAX 816-364-0086

E-mail Address: jimc@claytonpaper.com

Subscribed and sworn to before me this 18 day of September, ~~2003~~ 2019.

Gail Landers

NOTARY PUBLIC in and for the County of Andrew

State of Missouri



My commission expires: May 30, 2021

**APPENDIX C**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**  
(Applies to non-Federal funded projects)

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

**Definitions:**

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

\_\_\_\_\_  
Print Name of Service-Disabled Veteran

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

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

\_\_\_\_\_  
City, State and Zip

**APPENDIX D**  
**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**  
(Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: 9/18/2019

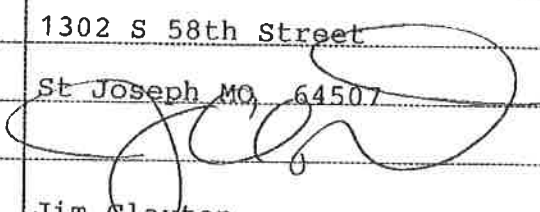
The bidders' attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products. Bids/Quotations received will be evaluated on the basis of this legislation.

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

All bidder's submitting a bid/quotation must furnish ALL information requested below.

|  |                    |
|--|--------------------|
| FOR CORPORATIONS   |                    |
| State in which incorporated:   | Missouri           |
| FOR OTHERS:  |                    |
| State of domicile:   |                    |
| FOR ALL BIDDERS: List address of Missouri offices or places of business: |                    |
| 1302 S 58th St   | St Joseph MO 64507 |
|  |                    |
|  |                    |
|  |                    |
|  |                    |

THIS SECTION MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID:

|   |  |
|---|--|
| COMPANY/FIRM NAME:                                      | Clayton Paper & Distribution Inc   |
| ADDRESS:  | 1302 S 58th Street   |
| CITY, STATE, ZIP:                                       | St Joseph MO 64507   |
| BY (SIGNATURE):   |  |
| BY (PRINT NAME):  | Jim Clayton  |
| FEDERAL TAX I.D. NUMBER, or use Social Security number: | 4341543248   |

## JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: 9/18/2019 (All reports expire annually on December 31st)

### DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:  
Tom Wyrsh  
Contract Compliance Review Director  
415 East 12th Street - 2nd Floor  
Kansas City, Missouri 64106  
EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)  
FAX: (816) 881-1223

### 1. COMPANY DESCRIPTION:

Name of Company Clayton Paper & Distribution Inc  
Street Address 1302 S 58th St  
City St Joseph State MO Zip 64507  
Email Address: jimc@claytonpaper.com  
Website Address: www.claytonpaper.com  
Area Code 816 Telephone Number 362-0220  
Representative Name Jim Clayton

### 2. COMPANY STATISTICS:

- A. Total number of Employees 14  
B. Total Number of Employees who are:  
1. Women 3 4. Asian \_\_\_\_\_  
2. Hispanic \_\_\_\_\_ 5. American Indian \_\_\_\_\_  
3. Black \_\_\_\_\_ 6. Biracial \_\_\_\_\_

### YES NO N/A

3. Has your company advertised for applicants since your report? NO  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement \_\_\_\_\_

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? YES  
If so, please attach a detailed report of such efforts \_\_\_\_\_

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?  
If so, please attach a narrative of such efforts. NO

### YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants? YES

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? \_\_\_\_\_

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
REPRESENTATIVE NAME \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
WEBSITE ADDRESS \_\_\_\_\_  
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK: \_\_\_\_\_  
DURATION OF CONTRACT \_\_\_\_\_  
AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITHWHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment \_\_\_\_\_

2. Visual check \_\_\_\_\_

3. Other (specify) \_\_\_\_\_

This Compliance Review Form was prepared and submitted by:

Signature \_\_\_\_\_

Jim Clayton, President

Name and Title  
9/18/2019

Date \_\_\_\_\_

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to non-compliance procedures.

**AFFIDAVIT**

STATE OF Missouri )  
 ) SS.  
COUNTY OF Buchanan )

Clayton Paper of the City of St Joseph  
County of Buchanan State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of Clayton Paper (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. 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 the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

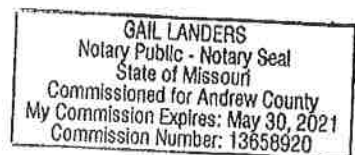
Jim Clayton (Name of Bidder)  
By: [Signature] (Signature of Affiant)  
President (Title of Affiant)

Subscribed and sworn to before me this 18 day of September, 2019

Gail Landers  
NOTARY PUBLIC in and for the County of Andrew (SEAL)

State of Missouri

My Commission Expires: May 30, 2012





SECTION 5.0 PRICING ATTACHMENT

BIDDERS TO COMPLETE THIS SECTION - DO NOT CHANGE FORMULA IN COLUMN M

| Item No. | Content  | Descr   | Size     | Weight | Color   | Minimum PCW % | Brightness | Reams per Case | Annual Est. Qty. | Ream / Unit Price | Case / Unit Price | Total Price (Qty x Case \$) |   |
|----------|----------|---|----------|--------|---------|---------------|------------|----------------|------------------|-------------------|-------------------|-----------------------------|---|
| 1        | Virgin   | Letter  | 8.5 x 11 | 20     | White   | 0%            | 92         | 10             | 253              | 3.695             | 36.95             | \$ 9,348.35                 | Brand: ESSENTIAL/ REPORT<br>Mill: BOISE/ SUZANO                         |
| 2        | Virgin   | Letter - 3 hole Punch                               | 8.5 x 11 | 20     | White   | 0%            | 92         | 10             | 5                | 3.79              | 37.9              | \$189.50                    | Brightness: 92<br>Product/Catalog# BCECP11/SUZ210824                    |
| 3        | Virgin   | Legal   | 8.5 x 14 | 20     | White   | 0%            | 92         | 10             | 1                | 5.19              | 51.9              | \$ 51.90                    | Brand: X9<br>Mill: BOISE/ SUZANO  |
| 4        | Virgin   | Ledger  | 11 x 17  | 20     | White   | 0%            | 92         | 5              | 1                | 8.28              | 41.4              | \$ 41.40                    | Brightness: 92<br>Product/Catalog# BCECP14<br>Brand: ESSENTIAL          |
| 5        | Virgin   | Letter  | 8.5 x 11 | 20     | Pastels | 0%            | 92         | 10             | 1                | 5.255             | 52.55             | \$ 52.55                    | Brand: BOISE<br>Product/Catalog# BCECP17<br>Brand: FIREWORK             |
| 6        | Recycled | Letter  | 8.5 x 11 | 20     | White   | 30%           | 92         | 10             | 3537             | 3.99              | 39.9              | \$ 141,126.30               | Brand: N/A<br>Product/Catalog# BCMP2201-XX<br>Brand: ESSENTIAL RECYCLED |
| 7        | Recycled | Legal   | 8.5 x 14 | 20     | White   | 30%           | 92         | 10             | 3                | 5.99              | 59.9              | \$ 179.70                   | Brand: BOISE<br>Product/Catalog# BCECP11<br>Brand: ASPEN                |
| 8        | Recycled | Large   | 11 x 17  | 20     | White   | 30%           | 92         | 5              | 17               | 9.68              | 48.4              | \$ 822.80                   | Brightness: 92<br>Product/Catalog# BC05404<br>Brand: ASPEN              |
| 9        | Recycled | Letter  | 8.5 x 11 | 20     | Pastels | 20% N/A       | 92         | 10             | 1                | 5.255             | 52.55             | \$ 52.55                    | Brand: BOISE<br>Product/Catalog# BC054907<br>Brand: FIREWORK            |
| 10       |          | Paper towels, C-Fold                                |          |        |         |               |            |                | 20               |                   | 27.95             | \$ 559.00                   | Brand: BOISE<br>Product/Catalog# BCMP2201-XX<br>Brand: SCA/ SCAB530     |
| 11       |          | Facial tissues, Kleenex brand or approved alternate |          |        |         |               |            |                | 1                |                   | 27.9              | \$ 27.90                    | Box count: 2400<br>Case count: 2400                                     |
|          |          | Case/48 boxes, 125 count, 2-ply                     |          |        |         |               |            |                |                  |                   |                   |                             | Brand: STEPCO/SI410066<br>Box count: 100/2PLY<br>Case count: 30         |

Total Bid: \$ 152,451.95

| Item No. | Content  | Descr   | Size     | Weight | Color   | Minimum PCW % | Brightness | Reams per Case | Annual Est. Qty. | Ream / Unit Price | Case / Unit Price | Total Price (Qty x Case \$) |  |
|----------|----------|---|----------|--------|---------|---------------|------------|----------------|------------------|-------------------|-------------------|-----------------------------|--|
| 1        | Virgin   | Letter  | 8.5 x 11 | 20     | White   | 0%            | 92         | 10             | 253              | 3.695             | \$ 36.95          | \$ 9,348.35                 | Brand: ESSENTIAL/ REPORT Mill: BOISE/ SUZANO               |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
| 2        | Virgin   | Letter - 3 hole Punch   | 8.5 x 11 | 20     | White   | 0%            | 92         | 10             | 5                | 3.79              | \$ 37.90          | \$189.50                    | Product/Catalog# BCECP11/SUZ21032450 Brand: X9             |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE/ SUZANO  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
| 3        | Virgin   | Legal   | 8.5 x 14 | 20     | White   | 0%            | 92         | 10             | 1                | 5.19              | \$ 51.90          | \$ 51.90                    | Product/Catalog# BCOX9001P Brand: ESSENTIAL                |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
| 4        | Virgin   | Ledger  | 11 x 17  | 20     | White   | 0%            | 92         | 5              | 1                | 8.28              | \$ 41.40          | \$ 41.40                    | Product/Catalog# BCECP14 Brand: ESSENTIAL                  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
| 5        | Virgin   | Letter  | 8.5 x 11 | 20     | Pastels | 0%            | 92         | 10             | 1                | 5.255             | \$ 52.55          | \$ 52.55                    | Product/Catalog# BCECP17 Brand: FIREWORK                   |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: N/A  |
| 6        | Recycled | Letter  | 8.5 x 11 | 20     | White   | 30%           | 92         | 10             | 3537             | 3.99              | \$ 39.90          | \$ 141,126.30               | Product/Catalog# BCMIP2201-XX Brand: ESSENTIAL RECYCLED 30 |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
| 7        | Recycled | Legal   | 8.5 x 14 | 20     | White   | 30%           | 92         | 10             | 3                | 5.99              | \$ 59.90          | \$ 179.70                   | Product/Catalog# BCERCP11 Brand: ASPEN                     |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Product/Catalog# BC05404                                   |
| 8        | Recycled | Large   | 11 x 17  | 20     | White   | 30%           | 92         | 5              | 17               | 9.68              | \$ 48.40          | \$ 822.80                   | Brand: ASPEN   |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Brightness: 92   |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Product/Catalog# BC054907                                  |
| 9        | Recycled | Letter  | 8.5 x 11 | 20     | Pastels | 20%           | N/A        | 10             | 1                | 5.255             | \$ 52.55          | \$ 52.55                    | Brand: FIREWORK  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Mill: BOISE  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Product/Catalog# BCMIP2201-XX                              |
| 10       |          | Paper towels, C-Fold  |          |        |         |               |            |                | 20               |                   | \$ 27.95          | \$ 559.00                   | Brand: SCA/ SCACB530                                       |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Box count: 2400  |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Case count: 2400   |
| 11       |          | Facial tissues, Kleenex brand or approved alternate Case/48 boxes, 125 count, 2-ply |          |        |         |               |            |                | 1                |                   | \$ 27.90          | \$ 27.90                    | Brand: STEFCO/S1410066                                     |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Box count: 100/ 2PLY                                       |
|          |          |   |          |        |         |               |            |                |                  |                   |                   |                             | Case count: 30   |

Total Bid: \$ 152,451.95

Payment Terms / Discount  
 Off shelf discounts  
 Online ordering  
 Next day delivery  
 Emergency delivery

Net 30 1% Net 10 days (calendar)  
 18%  
[www.claytonpaper.com](http://www.claytonpaper.com)  
 Orders placed by 11 a.m.  
 Orders placed by 1PM, \$500 minimum order and add \$27.00 \*\*

## CLAYTON PAPER

[illegible]

## Craig A. Reich

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**From:** Thomas J. Wyrsh  
**Sent:** Friday, October 11, 2019 9:07 AM  
**To:** Craig A. Reich  
**Subject:** RE: compliance

They are in compliance. Renewal date 12/31/2019

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**From:** Craig A. Reich <CReich@jacksongov.org>  
**Sent:** Thursday, October 10, 2019 2:29 PM  
**To:** Thomas J. Wyrsh <TWyrsh@jacksongov.org>; Jaime Guillen <JGuillen@jacksongov.org>  
**Subject:** compliance

Can you check compliance on the following;

Clayton Paper & Distributing  
1302 S 58<sup>th</sup> St.  
St. Joseph, MO 64507

Thanks

Craig A. Reich  
Senior Buyer  
Jackson County, Missouri  
415 E. 12<sup>th</sup> St.  
Kansas City, MO 64106  
[creich@jackson.gov.org](mailto:creich@jackson.gov.org)  
(816)881-3265

The most important thing in life is to be yourself.  
UNLESS you can be Batman!  
ALWAYS BE BATMAN!!!

Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri )  
 ) SS.  
COUNTY OF Buchanan )

Jim Clayton of the City of St Joseph  
County of Buchanan State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of Clayton Paper & Dist (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. 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 the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Jim Clayton (Name of Bidder)  
By: [Signature] (Signature of Affiant)  
President (Title of Affiant)

Subscribed and sworn to before me this 11 day of October, 2019

Gail Landers  
NOTARY PUBLIC in and for the County of Andrew (SEAL)

State of Missouri

My Commission Expires: May 30, 2021

