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**KANSAS CITY SMARTPORT INTELLIGENT TRANSPORTATION SYSTEM INTEGRATION
PROJECT TRADE DATA EXCHANGE PHASE III
REQUEST FOR QUALIFICATIONS (RFQ)**

The Mid-America Regional Council (MARC) has a RFQ from interested contractors to support MARC to create and provide a common database repository of logistics information and monitoring from the system's users point of view. The project will build upon the developed Trade Data Exchange an information management tool for trading partners that eliminates repetitive data entry, duplicated costs, transcription errors, and provides better visibility of transport-related activities and documents.

The Contractor shall use the existing Trade Data Exchange's Trade Documents Validation Program – Mexico" (TDVP-M) software and extend its capabilities to create an enhanced software package.

To allow for qualified responses to the RFQ Proposers will have an opportunity to research and develop sufficient knowledge of TDVP-M. Access to the TDVP-M code shall be provided to the Proposer upon execution of a Non Disclosure Agreement (Attachment A).

Any contractor chosen must have an FAR audit before MoDOT will accept the consultant agreement and obligate funds. MARC will proceed with solicitation, interviews and negotiations while an audit is being conducted and/or reviewed.

It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) and an Affidavit of Compliance with the federal work authorization program along with a copy of your firm's E-Verify Memorandum of Understanding (15 CSR 60-15.020) be submitted with your firm's Letter of Interest. There is no Disadvantaged Business Enterprise (DBE) goal associated with this project.

Interested firms may send (mail, fax, or e-mail) the Non Disclosure Agreement to the project's Project Manager (provided below) or for additional information please follow the link <http://www.marc.org/rfp.htm> to the MARC website or contact:

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Request for Proposal (RFP)

I. OVERVIEW, OBJECTIVES OF THE RFP

A. Overview

The Trade Data Exchange (TDE) is a collaborative environment for all supply chain parties to connect to trading partners, share supply chain data, communicate via electronic messaging, receive electronic alert notifications, and proactively monitor shipment progress. The TDE allows members to make confident logistics decisions based on well-informed choices related to document validation and management of Commercial Invoices, Certificates of Origin, Shipper's Export Declarations, Material Safety Data Sheets and Import Certifications (import permits). The TDE facilitates the validation and delivery of trade documentation required for domestic and international shipments. The TDE provides electronically forward notification to ground carriers (truck and rail) alerting them of a shipment at the point of origin ready for transport. Supply chain users access the TDE to review trade documentation and commit electronically to the required delivery service. The TDE evaluates updated commercial trade data to assess commercial risk associated with the shipment and supply chain participants and forwards any necessary notifications electronically to all appropriate and interested parties associated with the shipment. The TDE provides visibility into a user's supply chain, removing shipping and delivery uncertainty, increasing efficiency, and ensuring shipments are received as promised.

B. Purpose of Project

The project purpose is to create and provide a common database repository of logistics information and monitoring from the system's users point of view. The project will provide an information management tool for trading partners that will eliminate repetitive data entry, duplicated costs, transcription errors, and provide better visibility of transport-related activities and documents. The system will ensure accurate, current, and consistent data by all users. The system shall provide protection and security of proprietary information while allowing various users the ability to see data pertinent to their role and/or function. Additionally the project aspires to integrate additional software capabilities that focus on, but is not limited to, supply chain management, transportation management, warehouse management, purchase order management and/or trade compliance, etc. Additional detail on project goals, objectives and requirements is provided in Sections below.

C. Qualifications

- The successful bidder must demonstrated successful experience working with enterprise level software, integration and application of open source software, transportation domain expertise and working in all major software applications.

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- The successful bidder should demonstrate an ability to bring existing software and/or resources to enhance the TDE software capabilities. These enhancements will increase the TDE to provide a larger supply chain solutions offering.

II. SUBMISSION AND SELECTION PROCESS

“Trade Data Exchange’s Trade Documents Validation Program – Mexico” (TDVP-M) – To allow for qualified responses to the RFP Proposers will have an opportunity to research and develop sufficient knowledge of TDVP-M. Access to the TDVP-M code shall be provided to the Proposer upon execution of a Non Disclosure Agreement. (Attachment A)

A. Submission

To be eligible for consideration, 6 copies and one electronic copy of the proposal must be received by MARC no later than **5:00 PM on December 20, 2010**. Late submittals will not be considered and will be returned to submitter unopened. The complete submission **cannot exceed** fifteen (15) pages.

The envelope or package should be clearly marked “TDE PHASE III” and should be addressed to:

Mid-America Regional Council
600 Broadway 200 Rivergate Center
Kansas City, Missouri 64105-1554
ATTN: Darryl Fields.
dfields@marc.org

Submissions must include:

1. A preliminary scope of work plan with:
 - Schedules,
 - Intermediate deliverable,
 - Technical approach,
 - Description of additional software and/or resources,
 - Reporting and review plans,
 - Strategy for addressing the optional scope items, and
 - Strategies to integrate TDE into the transportation decision process
 - Best practices for operation operational support and/or plan.
 - Plan to integrate the TDE with commercially viable supply chain oriented software solutions.

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2. The name and address of the firm, together with the name, phone number and e-mail address of the primary contact person for purposes of the proposal; a listing of all proposed subconsultants, if any;
3. Submitters should prepare their statements of qualifications (no longer than 5 pages 12 font) simple and economically. Providing a straightforward and concise description of the Submitter's ability to meet the requirements of this RFP including any special assets, analysis tools, data sources, etc., to which the firm may have access. All work, samples, and materials submitted to MARC in response to this RFP will become the property of MARC and will not be returned to the Submitter.

B. SELECTION

The submitters will be reviewed and evaluated by the Project Consultant Selection Committee composed of representatives from the public and private sector organizations and agencies involved in the project. Qualifications Based Selection of the firm(s) to conduct this work will be based in part on the firm's ability to enhance the TDE the quality of similar completed projects, review of credentials and references, the proposed process approach, and possible personal interviews with firms. Evaluations will be based on criteria that include, but are not limited to, the following:

1. Project content and scope understanding
2. Creativity, understanding challenges and critical issues
3. Firm's technical approach/work plan;
4. Project's management plan;
5. Demonstrated ability to integrate supply chain technical solutions focused on efficiency in the supply chain
6. Demonstrated abilities in developing, implementing, and coordinating ITS/CVO Strategies within the National ITS Architecture;
7. Related projects completed by the firm;
8. Qualifications and reputation of the proposing firm or team;
9. Qualifications and experience of key personnel who would be assigned to the project; and
10. References: Names and telephone numbers of persons whom the agency can call for references regarding the firm's past performance, preferably on similar projects.

C. SELECTION SCHEDULE

The following is a tentative schedule for the consultant selection process:

- Proposals Due December 20, 2010
- Presentation (if necessary) on or about January 7, 2011

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- Selected Candidate Notified on or about January 14, 2011

III. Purpose and Draft Scope of Work

PURPOSE

The Kansas City SmartPort Intelligent Transportation Systems (ITS) project is a key component of the Kansas City metropolitan area freight transportation and international trade strategy. The primary partners for this project are Kansas City SmartPort, the Mid-America Regional Council (MARC), the Missouri and Kansas Departments of Transportation.

This project will rely heavily on advanced technology strategies to improve the operational efficiency of existing freight transportation infrastructure. It will integrate recent developments in Kansas City's Intelligent Transportation Systems architecture initiatives and state and international trade compliance initiatives. Finally, it will advance strategic trade, transportation, and security goals of the Kansas City region.

More specifically, this RFP is designed to develop specific ITS technologies for freight and commercial transportation processing functions and operational processes. When combined, these processes and technologies will be capable of creating a secure "trade lane" for handling preprocessed in-bond freight transactions across North America.

SCOPE OF WORK

TASK 1 TDE Technical

The Technical Requirements of the current TDE will define the deliverables, operating context, planning assumptions and technical environment for a logistics software package, hereinafter referred to as "*Shipment Management and Trade Data Distribution*" (SMTDD). The Proposer will develop the SMTDD as one of the software platforms that will be available from the Trade Data Exchange. The SMTDD technical requirements definition is presented in the following sections.

- 1.1 Overview of Outcome Objectives and Enhancements to Existing Software Resources
- 1.2 Description of New Functionality Required
- 1.3 Software Performance Criteria
- 1.4 Software Compatibility
- 1.5 Testing and performance Demonstration
- 1.6 Documentation and Users Manual
- 1.7 Project Management and Development Coordination with Client
- 1.8 Definition of Terms

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1.1 OVERVIEW OF OUTCOME OBJECTIVES AND ENHANCEMENTS TO EXISTING SOFTWARE RESOURCES

“Trade Data Exchange’s Trade Documents Validation Program – Mexico” (TDVP-M) – To allow for qualified responses to the RFP Proposers will have an opportunity to research and develop sufficient knowledge of TDVP-M. Access to the TDVP-M code shall be provided to the Proposer upon execution of a Non Disclosure Agreement. (Attachment A)

1.1.1 Objective.

The objective of this project is to create and provide a common database repository of logistics information and monitoring from the system’s users point of view. By ensuring that purchase and shipment cycle data is accurate, current, and consistent for all the system’s users. The project’s goal is to provide a logistics management tool that will support:

- Customs coordination and documentation;
- Support better logistics planning;
- Reduce logistics costs;
- Shorten supply chain schedules.

The system shall provide protection and security of proprietary information while allowing various users the ability to see data pertinent to their role and/or function.

1.1.2 Enhance Current Software Characteristics.

The Contractor shall use the existing TDVP-M software and extend its capabilities to create an enhanced software package “SMTDD”. The TDVP-M is currently operational, documented, and tailored for shipments export from the U.S. to Mexico. Therefore, revising existing document-validation features within the TDVP-M to accommodate shipments to Mexico is not required.

SMTDD shall include new offerings in the area of transportation management, warehouse management, purchase order management, trade compliance, international exports/imports to/from any country and the U.S. as well as domestic shipments. Code enhancements required to create the SMTDD shall be accomplished in a manner and with capabilities to handle such diverse shipments rather than presuming only exports to Mexico.

Prospective users of the TDVP-M and SMTDD package include Shippers, Customs Brokers, Importers, Customers, Carriers, and Logistics Services Providers.

1.1.3 Information Sources and Populating the Database.

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The SMTDD will allow supply chain participants the ability to acquire timely information upon request. The SMTDD shall have an always current and consistent neutral information repository. The repository will maintain information about the status /actions of others in the work flow process and increase their respective performance of in-sequence duties; by minimizing the inefficiencies present in traditional communication channels (or the lack thereof).

Users of the system will manually or use web services to populate the TDVP-M and SMTDD with data. The SMTDD shall have the capabilities to store, archive, display and distribute that information to appropriate parties.

1.1.4 New Functionality and Enhancement Requirements.

The existing functionality of TDVP-M is summarized in Sections 1.1.5. Those capabilities and features are to be expanded to create SMTDD. At a summary level, those enhancements include the following.

- Add capability to retain and manage Item Data and Attachments for Historical Purposes
- Add capability of an audit trail for all changes made to shipment data.
- Add the concept of a “purchase order”, as a precursor to “shipment activities” which was the starting point (first event) presumed in TDVP-M,
- Add capability to track transaction usage by each organizational user
- Add capability to provide monthly transaction usage by each organizational user

Additional particulars and specifications are provided in Section 1.2.

1.1.5 Existing Functionality in TDVP-M.

General orientation purposes only, Tables 1A, 1B, 1C, 1D, 1E and 1F highlight the structure, nomenclature and functions regarding shipment management within the present TDVP-M.

To properly understand the TDVP-M functionality’s coding architecture the proposer should examine the existing code and related documentation.

1.2 DESCRIPTION OF NEW FUNCTIONALITY REQUIRED

1.2.1 Overview.

The system and database structure will be modified to support the following new functionalities. Requirements are listed in priority order:

1. Normalize date and time handling.

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2. Maintain an audit log of all edits or modifications made to shipment related data.
3. Allow shipment related data and documents to have multiple versions.
4. Add functionality to handle purchase orders.
5. Change the delete functionality.
6. Record user transactions.
7. Provide transaction reports.
8. Add Complex Rules Engine (optional scope)

Contractor Functionality Note

At a minimum, as a part of adding the above individual functionalities, existing code, newly developed code, and code modified for the new functionality must be modified (where feasible) in the following manner:

- Move all database access and management code into separate modules.
- Move all business rules code that applies to these changes into separate code modules.

In all cases of new functionality development and system improvements, migration and deployment scripts must be provided.

1.2.2 Normalize Date and Time Handling

The system shall be modified to store data and time information in a normalized non-local format, e.g. Universal Time Coordinate (UTC). The system shall format and display time to the user in the proper time-zone and localization for their locality. The system shall save data in the normalized format but input and validations will be made according to the user's locality.

1.2.3 Audit Logs

The system shall record all changes and modifications made to shipment related data by a user. The data shall include: shipments, transit segments, certificates of origin (COO), commercial invoices (CI), and including tariff classifications. The system shall record the date, time, description of the change, the action taken, and the user that made the change.

The system shall display current information to the user. The system shall allow the user of the owning organization or a system administrator ability to view a log of all changes made.

All database access code, data management, and business rules code shall be written in a modular and reusable manner for the system.

1.2.4 History

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The system shall allow historical versions of documentation such as bill of lading, quote sheets, labels and other documents as needed for daily processing, certificates of origin (COO), items, the broker's tariff classifications code, and the creation of attached documents. The system shall provide the business logic to find, link to, and display the correct version of the object. The system shall use business rules to control:

- When and how a new version may be made.
- When an object may be edited instead of making a new version.

The shipment validation functionality must be modified to take object versions into account.

As the user conducts an object search the system shall display an object's current version. The system shall allow the user of the owning organization or a system administrator an ability to view the version history of each object.

All database access code, data management, and business rules code shall be written in a reusable and modular manner for the system.

Shall provide a procedure for moving shipment, and related data, to a historical database and the procedure must follow a configurable data retention policy.

1.2.5 Deletion

The system will apply business rules to the deletion of shipment data. Data may be deleted (removed from the database) by a user, removed from the database by an administrator, not displayed, or other deletion process. The deletion process shall be controlled by business rules. All database access code, data management, and business rules code shall be written in a modular and reusable manner for the system.

1.2.6 Document Storage

The document storage and handling functionality will be improved in the following ways:

- Capability to remove the document storage from the web server files system.
- Documents will not be stored in the database.
- Capability to store documents redundantly with fail-over must be supported.
- Upgradeability of the storage capacity of the document management system.
- System must allow for multiple versions of a document to be stored and the document versioning must work with the historical and auditing functionality.
- A procedure must be provided to remove (archive) documents according to a configurable data retention policy.
- Restore function for archived documents.

1.2.7 Migration and Deployment Scripts

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Each delivery of the system must include scripts for deployment and migration. The migration scripts must be capable of migrating the current production version of the TDVP-M system code and database to the new SMTDD release version.

1.2.8 User Transactions

Record user transactions for reporting purposes. Transactions will include creation of shipments, trip plans, certificates of origin, commercial invoices and, items, as well as, stated changes for shipments and transit segments.

Provide reports, runnable by the TDE administrator, to show transactions by user/organization. Reports should be monthly, previous month, quarter, year to date, year, and custom date range.

1.2.9 Purchase Orders

- Add purchase order processing to the web application and web services.
- Develop user's ability to create purchase orders (PO) from an exporters item library with an able to submit to an appropriate entity.
- Develop user's capability, in whole or in part, an ability to create shipments from single or multiple purchase orders.
- Develop user's capability, in whole or in part, to add a PO to an existing shipment.
- Purchase orders must be associated to shipments and users (importer and the exporter) must have the capability to track the PO status and fulfillment by the PO number or by SKU.
- Develop enhanced web services to include the PO functionality and must utilize the UBL formats for the PO data.

1.2.10 Complex Rules Engine (this functionality is to be proposed as optional scope for TDE's consideration)

The selected Firm will create new functionality with a configurable rules engine based on open source software. Rules will be used to analyze events, events documents status, custody status, or other deviations from expected performance.

1.3 Software Performance Criteria

The system must be capable of handling 25,000 transactions per day. The 25,000 transactions must follow the usage profile defined in the volume module.

1.4 Software Compatibility

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The system must work, at a minimum, with the web browsers IE 7.0 or higher, Firefox 3.0 or higher. Support for other browsers is optional and support for IE 6 is not required.

1.5 Testing, Performance Demonstration, and Final Acceptance

The proposal shall include an initial release plan and schedule that allows for periodic project revisions as the project progresses. The plan and schedule will include milestone deliveries for each functional area in Task 1.2. Each milestone delivery shall include all deliverables detailed in section 1.6.

1.5.1 Demonstration and Testing

Each deliverable shall be installed on the TDE system for demonstration and testing. Since this software development work is building on the pre-existing TDVP-M code line, the SMTDD code developed for the scope of work defined herein must be built upon that existing code line and leverage previous information data schemas, processes and methods. The SMTDD code will be checked in and regression tested with the previous TDVP-M code line.

The overall software package must provide a demonstrate application performance as defined in the RFP. The Contractor will provide:

- Develop all performance tests scripts necessary to verify Phase 3 performance
- Conduct 6 month operational test of software involving 5-10 TDE participants with a minimum of 1,000 transactions per day. Performance tests will be conducted with live data and conditions as required by stakeholders.
- Provide software support and error mitigation during operational tests period.

1.5.2 Final Acceptance

The SMTDD code must pass the TDE's Phase 2 UAT TDVP-M acceptance test and MARC's ITSIP Phase 2 UAT Scripts modified for changed functionality. Also the additional acceptance tests for the new SMTDD functionality developed as part of this scope of work.

1.6 Deliverables, Documentation and Users Manual

The following shall be delivered in an organized, user-friendly form.

- Codes with executables
- Test cases
- Ongoing technical support during the project
- Soft copies of all files and relevant source, on CD and optionally electronically
- Design documents (by functional area)
- Project management plans

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- Requirements specification, to be approved by the client before implementation
- Scope documents
- Status reports/presentations to representatives of MARC SmartPort and/or their designee
- Test plans/scripts/results
- Deployment/build/operational documentation,
- Training documentation/presentations/user manuals

1.7 Project Management and Development Coordination

Proposer shall provide project management as required to ensure that the work is accomplished efficiently and on schedule. The project manager shall regularly confer with the MARC, SmartPort or its representative to ensure that the structure, operability and functionality of the code and documentation are acceptable.

1.8 Definition of Terms

The purposes of communication, coding and documentation, the following definitions shall apply.

- User – a organization or person that is authorized to utilize TDVP-M and/or SMTDD.
- Member – An organization that belongs to the Trade Data Exchange by virtue of paying a Membership Fee.
- Purchaser – An organization that purchases and, in due course, takes custody of goods at the end of the shipment activities.
- Shipper – the party that initiates and has overall, transportation-related responsibility for the eventual delivery of goods to the Purchaser.
- Buyer – Synonym for Purchaser
- Carrier – any one of the parties that actually have physical possession of and transport the goods from point to point as a segment of the total shipping route. Examples include railroads, truckers, and ships.
- Segment – a portion of the shipping path. An example is the trucking of goods to a port for subsequent ocean transit.
- Customs Broker – The party that provides documentation to customs official, physically handles and/or takes possession of goods as required by the locally prevailing laws and practices, and secures the official permission and paperwork required for goods in-transit to enter a country.
- Importer – the party or record that wishes to cause goods to enter a country. Typically an Importer is a Buyer.
- Exporter – the party supplying goods that will be transported to a foreign country on behalf of an Importer. Typically an Exporter is a Supplier.
- Seller – an entity that is the source of goods that are provided to the Buyer in exchange for compensation.
- Supplier – Synonym for Seller

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- Purchase Order – the commercial tool used between the Buyer and Seller to memorialize an agreement to supply and receive goods. There can also be a (separate) purchase order to cause the carrier to render his service for transporting goods.

Table 1A. Shipment Data Functions within TDVP-M .

- Display List of Shipments
- Search Shipments using Multiple Criteria
- Display Shipment
- Create Shipment
- Update Shipment
- Update Shipment Duty Required
- Update Shipment Material Safety Data Sheet (MSDS)
- Update Shipment Certification
- Complete Shipment
- Delete Shipment
- Print Shipment Information
- Print Shipment List
- Create Shipment via Web Service
- Grant/Revoke Access to Shipment Information
- Notify Trading Partner of Shipment Information
- Attach Certificate of Origin (COO) to Shipment
- Attach Commercial Invoice (CI) to Shipment
- Attach Shipper's Export Declaration (SED) to Shipment
- Attach Certification to Shipment
- Attach MSDS to Shipment
- Attach Other to Shipment
- View COO Attachment
- View CI Attachment
- View SED Attachment
- View Certification Attachment
- View MSDS Attachment
- View Other Attachment
- Print COO Attachment
- Print CI Attachment
- Print SED Attachment
- Print Certification Attachment
- Print MSDS Attachment
- Print Attachment
- E-mail Shipment Information
- View Trade Document Errors
- Print Document Status Errors
- Designate Duty Payment Requirement for Shipment

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- Record Status of Duty Payment for Shipment

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Table 1B. Shipment Validation Functions within TDVP-M

- Validate Shipment Online
- Validate Shipment via Web Service
- Validate Shipment for:
 - COO
 - Tariff Classification Codes (TCC)
 - SED
 - MSDS
 - Certifications
- Navigate from Shipment Validation Error List to Appropriate Screen to Correct
 - COO Creation
 - COO Attachment
 - Broker TCC Assignment
 - MSDS Attachment
 - Certification Attachment

Table 1C. Transit Segments Functions within TDVP-M .

- Display List of Transit Segments
- Display Transit Segment
- Print Transit Segment List
- Print Transit Segment Detail
- Create Transit Segment
- Update Transit Segment
- Split Transit Segment
- Delete Transit Segment
- Reorder Transit Segments
- Attach Document to Transit Segment
- View Document from Transit Segment
- Publish Transit Segment
- Accept Events via Electronic Messages
- Record Events and Associate with Transit Segment
- View Event Message Log
- Complete Transit Segment

Table 1D. Commercial Invoice Functions within TDVP-M .

- Display List of Commercial Invoices
- Search for Commercial Invoices using Multiple Criteria
- Display Commercial Invoice
- Create Commercial Invoice

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- Create Commercial Invoice via Web Service
- Modify Commercial Invoice via Web Service
- Update Commercial Invoice
- Delete Commercial Invoice
- Print Commercial Invoice
- Attach Commercial Invoice Image File
- Print Commercial Invoice Attachments
- Export Commercial Invoice Data
- Generate COO from Commercial Invoice List
- Generate COO from Commercial Invoice Detail
- Print Commercial Invoice List
- Print Commercial Invoice Details

Table 1E. Manage Item Libraries Functions within TDVP-M.

- Manage a Unique Item Library for each Shipment
- Find Items
- Display List of Items
- Search for Items based on Multiple Criteria
- Display Item
- Create Item
- Create Item via Web Service
- Modify Item via Web Service
- Update Item
- Delete Item
- Assign Exporter Tariff Code Classification
- Assign Broker Tariff Code Classification
- Assign Item Certification Status
- Attach Certificate (Permit) Image(s) to Item
- Assign Item MSDS Status
- Attach MSDS Image(s) File to Item
- View Exporter Tariff Code Classification
- View Broker Tariff Code Classification
- Attach Image Files to Item
- Import List of Items
- Find Certificate of Origins
- Display List of Certificate of Origins
- Display Certificate of Origin
- Create Certificate of Origin (NAFTA/Normal)
- Update Certificate of Origin
- Delete Certificate of Origin
- Attach Certificate of Origin Image File

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Table 1F. Manage Member Data Functions within TDVP-M .

- Create TDE Member/UserProfile
- Create Administrator and User Accounts
- Find TDE Member/User
- Display TDE Member/UserBusiness Profile
- Update TDE Member/User Business Profile
- Update Administrator and User Account Profile
- Maintain Trading Partner (Member/User) Relationships
- Display Trading Partner (Member/User) Relationships
- Demonstrate role based security by member and across all membership/user hierarchy

Task 2 Enhanced Capabilities

The Proposer should have the capabilities to bring existing software applications and/or other resources to integrate into the project (*with no additional cost to MARC*). Bidders should have the ability to deliver identified software and/or provide resources in combination with current project resources that will maximize the current offering of the TDE software.

2.1 Enhancement Recommendation

Proposers will identify and provide recommendations that will add enhanced capabilities to the TDE software from task 1 TDE Technical. These new capabilities might focus on, but are not limited to, supply chain management, transportation management, warehouse management, and/or trade compliance, etc. These additional software capabilities will increase the TDE's strategic value proposition and strengthen the overall software capabilities.

2.2 Code Enhancement

The vender will develop and provide code enhancements that will provide a more robust TDE solution that capitalize upon the TDE's strategic values. The enhancement should include new offerings in the area of transportation management, warehouse management, purchase order management, trade compliance, etc. and how these offerings are best served by the TDE.

Deliverable:

- Analysis and enhancement recommendation report of the current TDE software.
- Strategies that provide best practice solutions for achieving the recommendations of the service offerings,

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- An applicability report detailing possible bundled service packaging, and influencing factors that will have an impact on the TDE offering.
- Enhanced TDE solution that maximizes the current TDE software

Task 3 Implementation Strategy

The vendor will propose a strategy to take the software technology solution developed in Task 1 TDE Technical and Task 2 Enhancement Capabilities and implement it with the Trade Data Exchange, Inc. entity. This strategy should detail how an entity (or vendor) would partner with the Trade Data Exchange to provide the software technology solution to its members and to the supply chain industry as a whole. The proposed strategy should include the specifics on the partnership agreement and roles each group would be assigned. The strategy should also discuss the positioning of the solution in the commercial market and how the vendor would execute the commercial offering of the technology.

Deliverables:

- Proposed strategy on the partnership between the Trade Data Exchange, Inc. and an entity (or vendor).
- Proposed implementation strategy for positioning the TDE technology solution to the commercial market.

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ATTACHMET A

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is entered into this _____ of _____, 2010, by and between the Mid – America Regional Council (“Party A” or “MARC”), and _____ (“Party B” or “Consultant”). In this Agreement, “Disclosing Party” refers to Party A whenever it is disclosing information to Party B, and to Party B whenever it is disclosing information to Party A, and “Recipient” refers to Party A whenever it is receiving information from Party B, and to Party B whenever it is receiving information from Party A.

WHEREAS, the parties are prepared to furnish confidential information under this Agreement for the purpose of considering a potential business relationship between the parties involving SmartPort’s supply chain logistics, security and legal compliance technology project generally known as the “Trade Data Exchange” project (the “Project”) and the possible involvement of Party B in a portion of that project, and the parties shall have no further obligations to each other beyond this Agreement until the parties agree upon the terms of a definitive agreement.

NOW, THEREFORE, in consideration of the premises hereof and the promises set forth below, the parties agree as follows:

1. Confidential Information. “Confidential Information” as used in this Agreement means all information relating to the Project disclosed to Recipient by Disclosing Party, including any business, technical, marketing, financial or other information, whether in electronic, oral or written form, and all memoranda, summaries, notes, analyses, compilations, studies or other documents prepared by Recipient which contain or reflect such information. Orally disclosed information must be promptly reduced to writing and marked with a proprietary legend within 15 working days of disclosure. The contents or existence of discussions or negotiations related to the Project will constitute Confidential Information. Confidential Information does not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Recipient, (b) becomes available to Recipient on a nonconfidential basis from a source other than Disclosing Party, provided that, to the best of Recipient’s knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, (c) was in Recipient’s possession prior to disclosure of the same by Disclosing Party, (d) can be shown by Recipient to have been independently developed by its Representatives (as defined below) without access to the Confidential Information, or (e) is or becomes available to a third party without restrictions from the Discloser.

2. Non-Use; Protection and Dissemination of Confidential Information. Recipient agrees not to use the Confidential Information for purposes other than evaluating the Project. Recipient must not disclose the Confidential Information to any other party and will use all reasonable efforts to protect the confidentiality of

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such information, but in all cases no less than reasonable care; provided, however, that Recipient may furnish Confidential Information to those employees, officers, directors, agents, consultants, and advisors of Recipient (collectively, the “Representatives” of such Recipient) who need to have access to such Confidential Information in order to assist Recipient in its evaluation of the Project. As a condition to such disclosure, Recipient must inform its Representatives of the confidential nature of the information and will be responsible for any breach of this Agreement by any such Representatives.

3. Ownership and Return. All Confidential Information is and remains the property of Disclosing Party, and no right or license is granted to Recipient with respect to any Confidential Information. Upon the termination by either party of discussions concerning the Project, or sooner if so requested, Recipient agrees to immediately return to Disclosing Party or destroy all Confidential Information, including all copies of the same. Upon request, the fact of any such destruction must be certified in writing to Disclosing Party by an officer of Recipient. Nothing in this Agreement obligates Disclosing Party to disclose any information to the Recipient or creates any agency or partnership relation between them.

4. Compelled Disclosure. If Recipient is requested or required by legal or administrative process to disclose any Confidential Information, Recipient must promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Recipient will (a) disclose only that portion of the Confidential Information which Recipient’s legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed.

5. Remedies. Both parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Recipient, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the granting of injunctive relief in favor of Disclosing Party without proof of actual damages. In the event of litigation between the parties concerning an alleged breach of this Agreement, the non-prevailing party will be responsible for the prevailing party’s costs and expenses in such litigation, including attorneys’ fees.

6. Project. Both parties agree that unless and until a final, written definitive agreement regarding the Project between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the Project by virtue of this Agreement, except for the matters specifically agreed to herein. No representation or warranty is made by the Disclosing Party as to the accuracy or completeness of any information provided to the Recipient.

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7. Term and Termination. This Agreement will continue in effect for a period of two year(s) from the date hereof, unless either party terminates it earlier by providing a written termination notice to the other party; provided, however, that if this Agreement is so terminated by either party, this Agreement will continue to apply to any Confidential Information disclosed hereunder prior to the other party's receipt of the termination notice until the end of the two-year term.

8. Miscellaneous. This Agreement will inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement will be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each party. This Agreement will be governed by and interpreted in accordance with the laws of the state of Missouri (without regard to its conflict of law's provisions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARTY A

By: _____
Name: Mell Henderson
Title: Director of Transportation

PARTY B

By: _____
Name:
Title: