



KANSAS CITY REGIONAL PURCHASING COOPERATIVE

A Partnership of:
Mo-Kan Council of Public Procurement
and
Local Governments
Acting as the lead agency, offers the following

INVITATION FOR BID

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

**YEARLY CONTRACT FOR TIRES
BID NO. 108 (Issued Mar. 1, 2024)**

BIDS MUST BE RECEIVED BY: Mar. 22, 2024 1:00 p.m. Local Time
(Late bids will not be accepted for any reason)

BIDS WILL BE OPENED AT: Mar. 22, 2024 1:00 p.m. Local Time

RETURN ELECTRONIC BIDS TO: Program Coordinator by electronic email ONLY in PDF Format

SUBJECT LINE: Bid 108 - Opens Mar. 22 – Bidder/Company Name

CLARIFICATIONS: Requests for clarification will not be accepted after 3:00 p.m. on Mar. 14
Submit in writing to rita.parker@kcrpc.com

NOTICE OF AWARD: Expect to announce by Apr. 1, 2024

CONTRACT PERIOD: May 1, 2024 to Apr. 30, 2026 (with option to renew for three (3) 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 receive this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.

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

Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals, or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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LEGAL ADVERTISEMENT**INVITATION FOR BID**

MARC/KCRPC is seeking bids for various tires on behalf of local government agencies. Bid #108 due by 3/22/24 1 p.m. CST. Documents available at www.marc.org or www.demandstar.com or contact rita.parker@kcrpc.com.

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Kansas City Call	March 1, 2024
Kansas City Hispanic News	February 29, 2024
MARC.org	March 1, 2024
DemandStar.com	March 1, 2024

SCOPE: MARC/KCRPC will accept separate bids from qualified persons or firms interested in providing tires, as a yearly contract for area participating governmental entities (Participants) in the Greater Metropolitan area in Kansas and Missouri. The contract will be marketed to, and available for use by, other agencies under the cooperative purchasing clause, if the successful bidder agrees to allow. Estimated quantities specified herein are for evaluation purposes only. Tires will be ordered by individual Participants, on an as needed basis, throughout the contract period. The contract includes "off shelf clause" allowing additional tires, not specifically listed, to be purchased at the stated discount for each manufacturer line the bidder represents. All quoted pricing shall include the one and one-half percent administrative fee built into the unit pricing.

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 MOKANCPP 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, and located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
 - 1.1.4 "MoKanCPP" refers to the MoKan Council of Public Procurement.
 - 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 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 and Appendix A.
 - 1.1.12 A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
 - 1.1.13 The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
 - 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - 1.1.15 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

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

The KCRPC is a partnership between MARC, MoKanCPP, 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 of

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

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC will remain self-supporting by charging a one and one-half percent Administrative Fee, based on gross sales on each contract, which is consistent with other national cooperative purchasing program administrative fees. **Bidders shall include the Administrative Fee in 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.

1.1 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities. Additional Participants may be added under an addendum before bid opening, or by modification, during the contract period(s), if the successful bidder agrees to allow cooperative purchasing.

- Unified Government of Wyandotte County, Kansas City, Kansas

SECTION 2.0 SPECIFIC REQUIREMENTS

2.1 PREPARATION OF BIDS.

- 2.1.2 Bidders are expected to examine any specifications, schedules, and instructions. Failure to do so will be at the bidder's risk.
- 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.4 The 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 The bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.9 The prices quoted are to be firm and final.
- 2.1.10 In submitting bids, the bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.

2.2 CONTRACT PERIOD

- 2.2.1 This invitation to bid is for a yearly contract for an initial two-year period, with the option to renew for three (3) additional one-year renewal periods.
- 2.2.2 The option to renew shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (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 and appendices A - G MUST be completed and submitted in PDF format and include Appendix A Pricing in Excel format. Send by electronic mail to Program Coordinator by the date and time stated on cover page, including any addendums, if issued. Bidders shall retain a copy of 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 will 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 electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 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 electronic mail or fax bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 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 no less than seven (7) calendar days before the deadline for submission of bids. An oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the

invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.5 ACKNOWLEDGMENT OF ADDENDUM TO INV ITATION

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 may NOT be accepted after the date and time of closing.

2.7 DISCOUNTS & BID EVALUATION

Discounts offered for prompt (early) payment will be considered in the 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 for obtaining 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.

2.10 ALTERNATE BIDS – No substitutions of brands are allowed under this bid, unless bid designates otherwise.

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 – Submit by electronic mail only

2.13 REQUEST FOR BID TABULATIONS

Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by fax or electronic mail. Bid tabulations will be available for distribution the next business day following the bid opening and posted at www.demandstar.com.

2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS

Upon written request by the Program Coordinator, Bidders must submit manufacturer's specification sheets (including material safety data sheets), for each brand being bid to be considered for award. Failure to submit specification sheets will result in rejection of your bid.

2.15 QUANTITIES

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

- 2.16 **TRANSPORTATION CHARGES**
All terms of delivery or conditions of this order are F.O.B. destination.
- 2.17 **ESCALATION/DE-ESCALATION CLAUSE** - Not applicable to this bid
- 2.18 **OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS**
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.
- 2.19 **FORMS**
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.20 **COMPLIANT WITH APPLICABLE LAWS**
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.
- 2.21 **ANTI-TRUST**
Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.
- 2.22 **EQUAL OPPORTUNITY CLAUSE**
2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.
2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below, 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.
*Not applicable to current Participant.
- 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 to this Bid

2.28 SUB-CONTRACTS

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

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

2.28.3 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 subcontractor 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.

End of Section 2.0

3.0 GENERAL CONDITIONS (AWARD and POST AWARD)

3.1 AWARD OF CONTRACT

3.1.1 BASIS OF AWARD.

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator 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 counterproposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to 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 the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid is equal, or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- c) 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 group of items** of any bid, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.
- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said Participant will take the individual award recommendation to their governing body for approval and may issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid including requirements related to administrative fees, and monthly reports, will apply to individual Participant contracts generated under this Invitation for Bid.

3.1.4 NOTICE OF AWARD.

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

3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other documents furnished by 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 the 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 become the agreement and contract between the parties hereto. Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award.
- 3.3.2 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC contract 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 contained herein 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, sell, transfer, assign or otherwise specifically, any rights or obligations 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 NON-PARTICIPANTS - COMPOSITE REPORT

- 3.6.1 If the bidder agrees to provide products and/or services under this contract, the bidder must indicate on Appendix A. If agreed, **the successful bidder shall rebate to MARC/KCRPC, the Administrative Fee, based on each 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. The Program Coordinator will inform the non-participant of the requirements of the contract. Written or verbal approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases from the contract, by issuance of a contract modification.
- 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 MoKanCPP, NIGP Chapter affiliate or MARC to use 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 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 payable to: Mid-America Regional Council, and reference KCRPC bid number on each payment. All

payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659.

- b) A composite report of all contract purchases against any and all orders issued against this contract shall be submitted by electronic mail to the Program Coordinator. The report shall include, at a minimum:
 - Ordering entity and designated Participant or Non-Participant, Entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - The report shall be totaled for the accumulated dollar amount spent within the particular quarter for each Participant or Non-Participant.
 - Copies of invoices to the ordering entity may be submitted, in lieu of a composite report.
- c) 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 one and one-half percent per month until paid.
- d) Reports and payments of fees under this contract shall be due thirty calendar days after the end of each quarter. The report due under this contract shall be as follows and quarterly thereafter:
 - 2024 May to September – Q3 report due October 31, 2024
 - 2024 October to December – Q4 report due January 31, 2025

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 1.5 percent per month until paid.

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

3.7.4 RIGHT TO AUDIT

The Program Coordinator may compare records provided by entities with reports submitted by the 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

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 contract. Orders may be placed by phone, fax, or electronic mail to the Contractor using purchase order, blanket purchase order or procurement card issued by ordering Participant or Non-Participant.

3.9 FUND ALLOCATION

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

3.10 DELIVERY REQUIREMENTS – See Section 4.0

3.11 RESPONSIBILITY FOR SUPPLIES

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

3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. When, in the MARC/KCRPC and Participants' opinion, delivery time becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere. If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be terminated. It is agreed that both options may be taken with no liability to MARC/KCRPC or the Participants.

3.13 PACKAGING

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

3.14 CONTRACTOR'S INVOICES

Invoices shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. 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 may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. 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

3.17.2 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.

3.17.3 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

3.19.2 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 a reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.

3.19.3 No goods returned as defective shall be replaced without written authorization of the purchasing entity. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.

3.20 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. For any dispute that may arise out of this Agreement, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the Participant is located. 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

Subject to the provisions below, any contract derived from this Invitation to Bid may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.

3.22.2 Termination for Convenience

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

3.22.3 Termination for Cause

Termination by MARC/KCRPC or Participants for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3.22.4 Participants shall be intended third-party beneficiaries of this Contract and shall have the right to enforce any and all of the terms and provisions contained herein.

End of Section 3.0

4.0 **SPECIFICATIONS – DELIVERY LOCATIONS**

- 4.1 The quantities shown on Appendix A are annual estimates and there is no guarantee any minimum or maximum amount will be purchased as a result of this contract.
- 4.2 Passenger car tires will meet the minimum specifications of 100 level tread wear, “B” level traction and “C” level temperature.
- 4.3 Light truck radial tires will be all season, rated mud and snow unless otherwise stated, premium standard.
- 4.4 Medium and heavy-duty truck radial tires will be premium standard.
- 4.5 All other tires to be commercial grade or better.
- 4.6 No substitutions allowed where the item designates the manufacturer.
- 4.7 The warranty shall be submitted with the bid, covering all tires bid and include dealer adjustment procedures showing prorated adjustment.
- 4.8 Tires delivered against the contract shall be the brand bid. However, if the contractor is occasionally unable, for reasons beyond their control, to supply the brand bid, a substitution will be acceptable if the quality is equal to or greater than the brand bid. The price for substitution shall not exceed the price of the original brand bid. Prior approval of the ordering Participant is required for all substitutions. If a substitution is needed for discontinuation of a tire, the Contractor must notify the Program Coordinator. A contract modification will be issued to reflect any approved changes.

4.9 Delivery location(s):

<u>Participant</u>	<u>Address</u>	<u>Phone</u>
Unified Government of Wyandotte County, Kansas City Kan.	Public Works - Fleet Services Division 5033 State Avenue Kansas City, Kan., 66102	913-573-8371 Samantha (Saysoff) Merritt smerritt@wycokck.org

End of Section 4.0

5.0 PRICING and SUBMITTAL SECTION - Bidders must complete this section AND Appendix A (pricing) in its' entirety and return. 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. Pricing shall include delivery and the administrative fee. The pricing quoted shall be firm and fixed for the term of the initial contract.

		Bidder's Response:
A.	Total bid amount (carried over from Appendix A Pricing)	\$ _____
B.	Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days? The discount will be used for evaluation purposes. All purchases made with procurement card shall qualify for the discount, if offered.	Yes or No If yes, state terms _____% Net ____ days (calendar)
C.	Do you offer an "off shelf" discount for other tires, not specifically listed above? If multiple manufacturers are available, with varied discounts, the discount offered is to be clearly designated and included on separate sheet for multiple manufacturers with off shelf discount.	Yes or No If yes, state discount _____% Enclose price sheet or link to each Manufacturer MSRP.
E.	Delivery time for <u>Normal Orders</u> : Two business days required after receipt of order.	Minimum order: \$ _____
F.	Delivery time for <u>Emergency Orders</u> : Next business day required after receipt of order. State any minimum ordering requirement.	Minimum order: \$ _____
G..	State if there is an additional delivery cost for emergency orders?	Yes or No If yes, state \$ _____
H.	Stocking requirements – Successful bidder must have stocking location in the greater Kansas City metropolitan area or demonstrate ability to have orders delivered within the specified delivery time and be a stocking distributor for all manufacturers being quoted. Must have source for rapid re-supply.	State stocking location (s): _____ _____ _____ _____
I.	Submittals (Section 5.0, Appendix A - G and any addendums) enclosed with bid?	Yes or No
J.	Warranty – Bidders are to provide warranty information on all products bid. Attach separate sheet if necessary.	

5.1 REFERENCES:

Contact Name	Company	City/State	Telephone Number
a.			
b.			
c.			

5.2 KEY PERSONNEL: List staff members that will be responsible for all work (contract management) performed under this contract: (attach separate sheet if necessary).

Name	Job Title:	Responsibility:	Experience
a.			
b.			
c.			

5.3 SUBCONTRACTORS: Bidders must include information and references for any subcontractors to be used for this work, if applicable.

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

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

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

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

a. ☐ Bidder does not make an offer in response to this invitation.

or

b. ☐ Statement Of Firm Offer –

Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in the bid invitation.

5.6 BIDDER'S CHECKLIST:

Acknowledge Addendums, if any, by signing and returning with bid.	<input type="checkbox"/>
Complete Section 5.0, and appendices in their entirety and complete section below. Per paragraph 2.1.3 "The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished."	<input type="checkbox"/>
Confirm if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at www.marc.org or www.demandstar.com .	<input type="checkbox"/>
The bidder acknowledges and agrees to the administrative fee reporting requirements of this bid.	<input type="checkbox"/>

By:

Bidder's (Company) Name

Phone No

Print name of Authorized Agent

Date

Federal Tax ID #

E-Mail Address

Line Item #	Manufacturer	Part #	Description	Est. Annual Qty.	Unit Price:	Total Price:	Brand Bid:	Part # if Different
1	Bridgestone/Firestone	000182	LT265/75T16 FS Transforce AT2	4	\$	\$	No Substitutes Allowed	
2	Bridgestone/Firestone	000702	245/55R18 FS Firehawk GT Z PRST	16	\$	\$	No Substitutes Allowed	
3	Bridgestone/Firestone	004196	225/70R19.5 Transforce AT2	6	\$	\$	No Substitutes Allowed	
4	Bridgestone/Firestone	004708	195/75R16C FS Trans TLBP 107RD	6	\$	\$	No Substitutes Allowed	
5	Bridgestone/Firestone	009121	225/70R19.5 R238 14PLY	42	\$	\$	No Substitutes Allowed	
6	Bridgestone/Firestone	011786	255/70R16 Bfs Dueler H/T 685 111T	1	\$	\$	No Substitutes Allowed	
7	Bridgestone/Firestone	012114	255/60R18 FS Firehawk Pursuit BS	5	\$	\$	No Substitutes Allowed	
8	Bridgestone/Firestone	012463	255/65R18 111T Bridgestone Alenza A/S Ultra BW	11	\$	\$	No Substitutes Allowed	
9	Bridgestone/Firestone	012709	11R22.5 FS F5561A TLBL 14P	4	\$	\$	No Substitutes Allowed	
10	Bridgestone/Firestone	012715	12R22.5 FS F5561A	1	\$	\$	No Substitutes Allowed	
11	Bridgestone/Firestone	013988	LT275/65R18 E Firestone Transforce AT2 BW	4	\$	\$	No Substitutes Allowed	
12	Bridgestone/Firestone	14366	P235/70R17 X Fir Dest A/T2 108S OWL	4	\$	\$	No Substitutes Allowed	
13	Bridgestone/Firestone	249038	315/80R22.5 BS M870 20P	3	\$	\$	No Substitutes Allowed	
14	Goodyear	116003632	255/65R18 111T Goodyear Wrangler Workhorse HT BW	6	\$	\$	No Substitutes Allowed	
15	Goodyear	116010652	265/70R17 115T GDY WRL Workhorse HT OWL	12	\$	\$	No Substitutes Allowed	
16	Goodyear	116072652	265/75R16 116T Goodyear Wrangler Workhorse HT OWL	4	\$	\$	No Substitutes Allowed	
17	Goodyear	116082632	235/75R17 109T Goodyear Wrangler Workhorse HT BW	2	\$	\$	No Substitutes Allowed	
18	Goodyear	131195995	235/65R16C E Goodyear Workhorse HT Cargo	10	\$	\$	No Substitutes Allowed	
19	Goodyear	131636875	LT245/75R17 E GDY WRL Workhorse HT BW	47	\$	\$	No Substitutes Allowed	
20	Goodyear	139172053	225/70R19.5 G Goodyear G647 RSS All Steel	28	\$	\$	No Substitutes Allowed	
21	Goodyear	151093203	265/50R20 107T SL FORTERA HL VSB TL	2	\$	\$	No Substitutes Allowed	
22	Goodyear	157042620	265/70R17 115T Goodyear Wrangler Fortitude H/T OWL	4	\$	\$	No Substitutes Allowed	
23	Goodyear	179196622	195/75R16C D Goodyear Wrangler Fortitude H/T BW	33	\$	\$	No Substitutes Allowed	
24	Goodyear	183106436	P265/70R17 GDY WRANGLER SR-A BLK 113R	5	\$	\$	No Substitutes Allowed	
25	Goodyear	183482418	P225/70R15 GDY WRL SR-A 100S OWL	4	\$	\$	No Substitutes Allowed	
26	Goodyear	183558436	P265/60R18 GDY WRANGLER SR-A 109T VSB	8	\$	\$	No Substitutes Allowed	
27	Goodyear	269005969	265/70R17 115T Goodyear Wrangler Steadfast HT BW	4	\$	\$	No Substitutes Allowed	
28	Goodyear	407285374	225/65R17 Goodyear Assurance All Season BW 102T	6	\$	\$	No Substitutes Allowed	
29	Goodyear	407372374	225/50R17 94V Goodyear Assurance All Season BW	4	\$	\$	No Substitutes Allowed	
30	Goodyear	407525374	215/55R16 Goodyear Assurance All Season 93H	6	\$	\$	No Substitutes Allowed	
31	Goodyear	407562374	215/60R16 95T Goodyear Assurance All Season BW	7	\$	\$	No Substitutes Allowed	
32	Goodyear	407599374	235/55R17 Goodyear Assurance All Season 99T	26	\$	\$	No Substitutes Allowed	
33	Goodyear	407719374	215/65R17 99T Goodyear Assurance All Season BW	4	\$	\$	No Substitutes Allowed	
34	Goodyear	407723374	225/60R17 Goodyear Assurance All Season	4	\$	\$	No Substitutes Allowed	
35	Goodyear	407786374	225/65R16 Goodyear Assurance All Season 100T	1	\$	\$	No Substitutes Allowed	
36	Goodyear	407815374	Goodyear Assurance All Season 235/60R18 103 H	4	\$	\$	No Substitutes Allowed	
37	Goodyear	407826374	235/55R18 100H Goodyear Assurance All Season BW	4	\$	\$	No Substitutes Allowed	
38	Goodyear	407866374	235/70R16 Goodyear Assurance All Season	2	\$	\$	No Substitutes Allowed	
39	Goodyear	480078855	235/70R17 Goodyear Wrangler Workhorse A/T 109T	4	\$	\$	No Substitutes Allowed	
40	Goodyear	480127856	255/70R16 111S Goodyear Wrangler Workhorse A/T OWL	5	\$	\$	No Substitutes Allowed	
41	Goodyear	481103855	LT245/75R16 E Goodyear Wrangler Workhorse A/T BW	8	\$	\$	No Substitutes Allowed	
42	Goodyear	481104855	LT245/75R17 121S LRE Wrangler Workhorse AT BLK	23	\$	\$	No Substitutes Allowed	
43	Goodyear	481120855	LT245/70R17 E Goodyear Wrangler Workhorse A/T BW	4	\$	\$	No Substitutes Allowed	
44	Goodyear	481535855	LT265/70R17 E Goodyear Wrangler Workhorse A/T BW	6	\$	\$	No Substitutes Allowed	
45	Goodyear	481545855	LT235/85R16 E GDY WRL Workhorse AT BW	4	\$	\$	No Substitutes Allowed	
46	Goodyear	732007500	P235/55R17 GDY EAGLE RS-A B 98W	10	\$	\$	No Substitutes Allowed	
47	Goodyear	732003558	225/60R18 Goodyear Eagle Enforcer A/W 100V	6	\$	\$	No Substitutes Allowed	
48	Goodyear	732004558	245/55R18 103V Goodyear Eagle Enforcer A/W BW	4	\$	\$	No Substitutes Allowed	
49	Goodyear	732005558	255/60R18 Gdy Eagle Enforcer A/W 108V	164	\$	\$	No Substitutes Allowed	
50	Goodyear	732026500	245/55R18 103V GDY Eagle RS-A	153	\$	\$	No Substitutes Allowed	
51	Goodyear	732297500	P235/55R17 GDY EAGLE RS-1 98W POLICE	6	\$	\$	No Substitutes Allowed	
52	Goodyear	732312500	P225/60R18 GDY EAGLE RSA 99W	20	\$	\$	No Substitutes Allowed	
53	Goodyear	732523500	P265/60R17 108V Goodyear Eagle RS-A Police	7	\$	\$	No Substitutes Allowed	

Line item #	Manufacturer	Part #	Description	Est. Annual Qty:	Unit Price:	Total Price:	Brand Bid:	Part # if Different
54	Goodyear	758089572	235/75R17 Goodyear Wrangler A/T Adventure 109T	3	\$	\$	No Substitutes Allowed	
55	Goodyear	758177707	245/75/17 Goodyear Wrangler A/T Adventure 112T BLK	6	\$	\$	No Substitutes Allowed	
56	Goodyear	767819537	245/60R18 105H Goodyear Assurance WeatherReady VSB	2	\$	\$	No Substitutes Allowed	
57	Goodyear	767894537	255/65R18 Goodyear Assurance WeatherReady 111T	4	\$	\$	No Substitutes Allowed	
58	Goodyear	767957537	265/60R18 110H Goodyear Assurance WeatherReady VSB	4	\$	\$	No Substitutes Allowed	
59	Goodyear	MISCLTRK	LT245/75R16 GY WH AT	4	\$	\$	No Substitutes Allowed	
60	Michelin	21691	LT245/75R17 R E LTX AT2 BLK	1	\$	\$	No Substitutes Allowed	
61	Arisun	TH20995	ST235/85R16 CR960A Arisun 14P	2	\$	\$		
62	Ascenso	MISCFARM	11.00-16 D Ascenso - 4 Rib	2	\$	\$		
63	Carlisle	6P0334	25/10.00-12 B Carlisle All Trail TL	2	\$	\$		
64	Carlisle	MISCFARM	11L-15/D Farm Spectst 3Rib F2	2	\$	\$		
65	Carlisle	MISCFARM	11L-15 Carlisle 3 Rib F2 Dtl	2	\$	\$		
66	Carlisle	MISCIND	420/85R30 CARLISLE	2	\$	\$		
67	Carlisle	MISCIND	12-16.5 Carlisle Trac Chief	1	\$	\$		
68	Continental	15571080000	255/55R20 107H Continental CrossContact LX20 with EcoPlus BW	4	\$	\$		
69	Continental	0512585	225/70R19.5 CONT Hybrid HS3 14P	6	\$	\$		
70	Falken	62151001	215/75R17.5 RI151 16P	4	\$	\$		
71	Freestar	MISCPASS	ST205/75R15 Freestar M-108+	6	\$	\$		
72	Freestar	MISCPASS	ST225/75R15 E Freestar M-108+ TR	4	\$	\$		
73	Galaxy	MISCFARM	12.5L-16.5 Galaxy Highway TL	2	\$	\$		
74	GBC Motorsports	AE122510GR	25/10.00R12 D GBC Grim Reaper ATV/UTV TL	4	\$	\$		
75	Gladiator	MISCLTRK	LT245/75R16 Gladiator 10P	8	\$	\$		
76	Maxim	V345008	20.5-25 MAXM MS913 L3 TL 16PLY	9	\$	\$		
77	NHS	MISCTUBES	700X12 K9 NHS Heavy Duty Tube	1	\$	\$		
78	Power King	MISCPASS	12-16.5 Power King Highway II	6	\$	\$		
79	PrimeX	422747	ST205/90D15 E (700-15) PrimeX Highway XT100 TL	2	\$	\$		
80	Sailun	MISCWEDTRK	11R22.5 Sailun S75316P	7	\$	\$		
81	Samson	MISCFARM	16.9-30/6TT SAM Agri-Tractor	3	\$	\$		
82	Samson	MISCFARM	Samson Farm Rear 16.9-30	2	\$	\$		
83	TIRECO	24657015	P235/65R17 Milestar Patagonia H/T 103T B	2	\$	\$		
84	Trazano	314176HT	215/75R17.5 Trazano CR960A TRL	4	\$	\$		
85	Triangle	10146530140	ST205/75R15 8P Triangle TR653	2	\$	\$		
86	Triangle	10146530141	ST205/75R15 8P Triangle TR653	4	\$	\$		
87	Triangle	10146530150	ST225/75R15 10PLY Triangle TR653	2	\$	\$		
88	Triangle	1014T010170	ST235/80R16 14P Triangle TRT01S	4	\$	\$		
						\$	Total Bid	

Appendix B
MARC/KCRPC Bid # 108

COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS (NON-PARTICIPANTS)

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

- Municipalities
- Counties
- State
- Governmental Public Utility
- Non-Profit Hospital, Non-Profit Clinic (medical/dental)
- Educational Institute (school, university, college)
- Special Governmental Agency
- Member of a chapter affiliate of The Institute for Public Procurement (nigp.org) in the region

MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partner will be expected to be responsible for any applicable sales tax.

MARC reserves the right to authorize eligible entities outside of the metropolitan region and allow entities to negotiate appropriate delivery charges.

There shall be no obligation under the contract for any listed entity above, to purchase from the contract, unless they are specifically named as a Participant.

Agree: _____ Decline: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Appendix C – Ordering, Remittance Contacts
MARC/KCRPC Bid #108

Ordering:	
Contact Person:	
Phone:	
Fax:	
Email:	
Street:	
City, State, Zip	
Payment terms:	
Remittance:	
Contact Person:	
Phone:	
Fax:	
Email:	
Street:	
City, State, Zip	
Customer service:	
Contact Person:	
Phone:	
Fax:	
Email:	
Company principal contact:	
Contact Person:	
Phone:	
Fax:	
Email:	

APPENDIX D
MARC/KCRPC
Bid #108

BIDDER WARRANTIES

- A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.
- D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (Printed): _____

Title: _____

Date: _____

**APPENDIX E
MARC/KCRPC Bid # 108**

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the City of _____
(Name of Individual)

_____, County of _____ State of _____

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

1. That I am the _____ (Title) of
_____ (Firm Name) and have been
authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly
in what Bidder is offering to sell to the PARTICIPANTS pursuant to this Invitation;
3. If Bidder were awarded any contract, job work or service for MARC/KCRPC OR PARTICIPANTS, no officer,
agent or employee of the city would be financially interested in or receive any benefit from the profit or
payments of such;
4. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which
bears upon anyone's response or lack of response to this Invitation.

_____ (Firm Name)
By: _____ (Signature)
_____ (Printed Name)
_____ (Title)

Mailing Address _____

Phone _____ FAX _____

E-mail Address: _____

Subscribed and sworn to before me this _____ day of _____, 2008.

NOTARY PUBLIC in and for the County of _____

State of _____

(SEAL)

My commission expires: _____

APPENDIX F
MARC/KCRPC Bid # 108
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

5/27/10

APPENDIX G
MARC/KCRPC Bid # 108
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT
(Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: _____

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 the 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:	
FOR OTHERS:	
State of domicile:	
FOR ALL BIDDERS: List address of Missouri offices or places of business:	

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

COMPANY/FIRM NAME:	
ADDRESS:	
CITY, STATE, ZIP:	
BY (SIGNATURE):	
BY (PRINT NAME):	
FEDERAL TAX I.D. NUMBER, or use Social Security number:	

5/27/10