



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. 122 - Issued Mar. 20, 2026**

BIDS MUST BE RECEIVED BY BIDS WILL BE OPENED AT	April 10, 2026 1PM Local Time (Late bids will not be accepted for any reason) April 10, 2026 1PM Local Time
RETURN ELECTRONIC BIDS TO	KCRPC Program Coordinator - rita.parker@kcrpc.com in PDF and Excel formats
SUBJECT LINE	Bid 122 - Opens 4/10/26 – Bidder/Company Name
CLARIFICATIONS	Submit by electronic mail to Program Coordinator. Requests will not be accepted after 3PM on April 1, 2026
NOTICE OF AWARD	Expect to announce by April 24, 2026
CONTRACT PERIOD	May 1, 2026 to April 30, 2028 with option to renew for three 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 122 due by 4/10/26 1PM CST. Documents available at www.marc.org or www.demandstar.com or contact rita.parker@kcrpc.com.

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The Call	March 20, 2026
Kansas City Hispanic News	March 19, 2026
MARC.org	March 20, 2026
DemandStar.com	March 20, 2026

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. All quoted pricing shall be FOB Destination.

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, 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 two 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 contract modification, during the contract period, if the successful bidder agrees to allow cooperative purchasing (Appendix B).

- 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 B - F MUST be completed and submitted in PDF format and include Appendix A Pricing in Excel format. Send submittals 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 the 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 initialized by the bidder in ink. Bids shall be signed in ink. **All bid amounts and part numbers shall be entered in Appendix A Excel workbook.**

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 INVITATION

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

2.6 LATE BIDS & MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids 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.) **or by ACH/Wire/EFT payment.**

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 the 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 by 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
The successful bidder shall comply with any special requirements of the Participants, including any Occupational or Business License and tax clearance 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

Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

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

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

2.27.3 Workers Compensation with minimum statutory requirements.

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

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

2.28 SUB-CONTRACTS

2.28.1 The Contractor shall not execute an agreement with any 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 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, of 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 BY OTHER JURISDICTIONS (NON-PARTICIPANTS) – See Appendix B

If the bidder agrees to provide products and/or services under this contract to Non-Participants, the bidder shall check the appropriate response on Appendix B. Eligible entities will be located within the Greater Kansas City Metropolitan region. MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partners will be expected to be responsible for any applicable sales tax.

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. Electronic fund transfers are also acceptable and MARC banking information will be provided upon request.
- 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 reports due under this contract shall be as follows and quarterly thereafter:
 - Qtr 1 January – March
 - Qtr 2 April – June
 - Qtr 3 July – September
 - Qtr 4 October - December

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 one- and one-half 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 – ***See Section 4.0 for specific invoicing requirements for the Participant***

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 and SPECIAL REQUIREMENTS

4.1 Ordering: The Participant **requires notification within one hour** of ordering whether materials are discontinued, or not available beyond a one-week period. If there is no immediate availability or approved substitution, the Participant reserves the right to purchase an appropriate replacement outside of the contract. **This requirement shall be strictly enforced as this is necessary for the Fleet Services operations servicing the law enforcement agencies that depend upon reduction of down time of a patrol car.**

4.2 Delivery: All tires delivered shall be the brand bid. However, if the contractor is occasionally unable, for reasons beyond their control, to supply the brand bid, a substitution may be acceptable if the quality is equal to or greater than the brand bid. The price for a substitution shall not exceed the price of the original brand bid without justification. Prior approval of the Program Coordinator and 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 permanent changes to materials that are provided under the contract. **The Participant requires all materials ordered by 12PM to be delivered same day before 4PM. For materials ordered after 12PM, delivery must be made by 12PM on the following business day. No exceptions are allowed. Hours of operation for the Participant are Monday through Friday, 7:30AM to 4PM, excluding weekends and holidays. Delivery location:**

<u>Participant</u>	<u>Address</u>	<u>Phone</u>
Unified Government of Wyandotte County, Kansas City, Kan.	Fleet Services Division 5033 State Avenue Kansas City, Kan., 66102	913-573-8391 Samantha (Saysoff) Merritt smerritt@wycokck.org
	Fleet Services Division 5033 State Avenue Kansas City, Kan., 66102	913-573-8368 (desk) Randy Hand rhand@wycokck.org

4.3 Invoicing: All invoices shall be physically delivered with materials ordered, and/or sent by electronic mail to the designated individuals below, unless specified otherwise by the Participant at time of ordering. No exceptions are allowed.

Samantha (Saysoff) Meritt Smerritt@wycokck.org	Jeremy Monslow jmonslow@wycokck.org	Tim Saint tsaint@wycokck.org
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4.4 Specifications:

- 4.4.1 The quantities shown on Appendix A are annual estimates and there is no guarantee of any minimum or maximum amount will be purchased as a result of this contract.
- 4.4.2 All pursuit rated tires shall be rated as such.
- 4.4.3 Passenger car tires shall meet the minimum specifications of 100 level tread wear, "B" level traction and "C" level temperature.
- 4.4.4 Light truck radial tires shall be all season, rated mud and snow unless otherwise stated, premium standard.
- 4.4.5 Medium and heavy-duty truck radial tires shall be premium standard.
- 4.4.6 All other tires shall be commercial grade or better.
- 4.4.7 No substitutions allowed where the item designates the manufacturer.
- 4.4.8 The warranty shall be submitted with the bid, covering all tires bid and including dealer adjustment procedures showing prorated adjustment.

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 quotation 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.	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):
c.	Submittals required: <ul style="list-style-type: none"> • Section 5.0 Appendix A Pricing Payment/Delivery/Contacts, completed and in Excel format only • Section 5.0 Pricing and Submittal Section in PDF format only and inclusion of Appendices B – F (completed, signed and in PDF format only) • Addendums (if issued) Yes or No
d.	Warranty: Bidders shall provide warranty information on all products bid. Attach separate sheet if necessary.
e.	Dealer adjustment procedures: Bidders shall state procedure and show prorated adjustments. 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:

<p>Acknowledge Addendums, if any, by signing and returning with bid. 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.</p>	<input type="checkbox"/>
<p>Complete Section 5.0, and appendices in their entirety and complete the 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.”</p>	<input type="checkbox"/>
<p>The bidder acknowledges and agrees to the administrative fee reporting requirements of this bid.</p>	<input type="checkbox"/>

By:

Bidder's (Company) Name

Phone No

Print name of Authorized Agent

Date

Federal Tax ID #

E-Mail Address

**APPENDIX B
MARC/KCRPC
BID No. 122 - Tires**

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 partners will be expected to be responsible for any applicable sales tax.

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

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

Agree:	Decline:
--------	----------

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX C

MARC/KCRPC

BID No. 122 - Tires

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 No. 122 - Tires
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE
(Applies to non-Federal funded projects)

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

Definitions:

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

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

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

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

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

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

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

Veteran Information:

Business Information:

Print Name of Service-Disabled Veteran

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Street Address

City, State and Zip

**APPENDIX F
MARC/KCRPC
BID No. 122 - Tires**

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:	