



**MID-AMERICA REGIONAL COUNCIL - EMERGENCY RESCUE (MARCER)**  
**INVITATION TO BID**  
**for**  
**YEARLY CONTRACT FOR MEDICAL GASES**  
**BID No. 120 - Issued February 6, 2026**

**BIDS MUST BE RECEIVED BY:** February 27, 2026 1PM Local Time

**RETURN BIDS TO:** MARC Program Coordinator by electronic email ONLY

**SUBJECT LINE:** MARCER Bid No.100 Opens 2/27/26 1PM and COMPANY NAME

**CLARIFICATION REQUESTS:** Submit to MARC/KCRPC Program Coordinator, rita.parker@kcrpc.com

**CLARIFICATION DEADLINE:** Requests for clarification will not be accepted after 3PM on February 17, 2026

**NOTICE OF AWARD:** Expect to announce by March 20, 2026

**CONTRACT PERIOD:** April 1, 2026 to March 31, 2028 (with option to renew for three (3) additional one-year periods and subject to adjustment based on award date)

MARCER 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. There is no expressed or implied obligation for MARCER to reimburse responding bidders for any expenses incurred in preparing bids in response to this request.

If Bidders received this bid document from sources other than direct mailing or at DemandStar.com, you must contact Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices. It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the bidding documents.

**Open Records Act and Proprietary Information**

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

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## **LEGAL ADVERTISEMENT**

### INVITATION FOR BID #120

MARC is seeking bids from qualified firms or persons to provide medical gases, as needed, on behalf of MARCER members. Bids are due 2/27/26 by 1PM. Documents available by contacting [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com) or visit [www.demandstar.com](http://www.demandstar.com) or [www.marc.org](http://www.marc.org).

|            |                           |        |
|------------|---------------------------|--------|
| Published: | Kansas City Star          | 2/6/26 |
|            | The Call                  | 2/6/26 |
|            | Kansas City Hispanic News | 2/5/26 |
|            | MARC.org                  | 2/6/26 |
|            | DemandStar.com            | 2/6/26 |

**SCOPE:** Mid-America Regional Council/Emergency Rescue (MARCER) will accept separate sealed bids from qualified persons or firms interested in providing various medical gases, as a yearly contract for area participating governmental entities (Participants) in the Greater Metropolitan area in Kansas and/or Missouri. Sales history provided is based on annual usage and will be for informational purposes only. No guarantee is made regarding specific quantities to be ordered under this contract. Orders will be placed by Participants on an as needed basis. The contract will be an initial two-year period, with the option of three one-year renewal periods.

Quoted pricing shall be firm for first year of the contract, FOB Destination, and no fuel surcharges shall be allowed. Quoted pricing shall be based on "best available" pricing for this region.

MARCER will recover a modest administrative fee for its role in coordinating and marketing of the Cooperative Purchasing Program. MARCER will pre-qualify all entities to be eligible to participate in the program. Bidders shall include three (3) percent administrative fee in all bid pricing quoted. The successful bidder is required to submit a report of total sales on a quarterly basis to MARCER and remit administrative fees to MARC.

## **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 "MARCER" refers to Mid-America Regional Council Emergency Rescue. MARCER is composed of professionals in the emergency medical services (EMS) community. Members include state-licensed emergency ambulance services and other EMS providers, as well as representatives from area hospitals, emergency room nurse managers, the Heart of America Metro Fire Chiefs Council and Kansas and Missouri Hospital Associations.
  - 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid. "Non-Participant" means a grant recipient that requires medical gases as a support to sustain their oxygen cache.
  - 1.1.3 "MARC" refers to the Mid-America Regional Council.
  - 1.1.4 "Program Coordinator" refers to the authorized representative of MARC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.5 "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.
  - 1.1.6 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.7 "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.
  - 1.1.8 "Administrative Fee" refers to the three percent (3%) fee to be paid quarterly by the vendor, to MARC, based on gross sales to Participants under the contract.
  - 1.1.9 The "specifications" include Section 4 and Appendix A Section 5.0.
  - 1.1.10 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.
  - 1.1.11 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.
  - 1.1.12 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.

1.1.13 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

## 1.2 INTRODUCTION AND GENERAL INFORMATION

The Mid-America Regional Council Emergency Rescue Committee known as MARCER has promoted regional coordination and cooperation in emergency pre-hospital care for metropolitan Kansas City since its formation in 1979. MARCER members include state-licensed emergency ambulance services, including fire departments, air ambulance services and other EMS providers, as well as representatives from the Kansas City Area Hospital Association and the Heart of America Metro Fire chiefs Council. MARCER serves a multi-county, bi-state area, with its primary service area including Cass, Clay, Jackson, Platte and Ray counties in Missouri, and Johnson, Leavenworth and Wyandotte counties in Kansas. EMS providers outside the Kansas City metropolitan area also participate in MARCER, due to their need to communicate with hospitals in the urban area and recognition of opportunities to benefit from joint initiatives. MARCER operates under the auspices of the Mid-America Regional Council, an association of city and county governments serving the Kansas City metropolitan area and is the legal entity. MARC is organized as a public, not-for-profit corporation.

## 1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities. Additional Participants may be added under contract modifications if joining MARCER after the contract award.)

| MARCER SPECIAL DISTRICTS - EMS AGENCIES IN-REGION       | Special Districts Outside Metro (EMS agencies involved with MARCER) |
|---|---|
| Bonner Springs Ambulance District                       | Air Evac Lifeteam - Sedalia   |
| Bonner Springs Fire and EMS                             | Air Methods/Mercy Med Flight  |
| Central Cass County FPD                                 | American Medical Response   |
| Central Jackson Co FPD                                  | Buchanan County EMS   |
| Consolidated Fire District #2 (Johnson County)          | Cox Air Care  |
| Fort Osage FPD  | Cox Air Care  |
| Garden City FPD   | Cox Air Care (added)  |
| Harrisonville Emergency Services                        | Franklin Co Ambulance   |
| Holt FPD  | Golden Valley Memorial Healthcare EMS                               |
| Inter-City FPD  | Higginsville EMS  |
| John Knox Village Ambulance                             | Jefferson County KS Emergency Services                              |
| Johnson Co FD #1  | Johnson Co, Mo. Ambulance District                                  |
| Johnson Co FD #2  | Lawrence-Douglas Co Fire & Medical                                  |
| Kearney Fire and Rescue                                 | Lexington Fire & Rescue   |
| Lawson Fire and Rescue                                  | LifeFlight Eagle  |
| Lone Jack FPD   | LifeTeam Air MD (Air Methods)                                       |
| Northland Regional Ambulance District (Midwest Medical) | Med Trans   |
| Northwest Consolidated Fire District (Johnson County)   | Med Trans (DBA Eagle Med LLC )                                      |
| Pleasant Hill Fire Protection District                  | Mercy Emergency Services Comm Ctr                                   |
| Pleasant Valley Fire Dept                               | Miami Co EMS  |
| Ray Co Ambulance District                               | Odessa Fire & Rescue Protection District                            |
| Raytown FPD   | Pettis Co Ambulance District  |
| Smithville Area FPD                                     | RSI, Crisis Intervention Center                                     |
| Sni Valley FPD  | Tri-County Ambulance District                                       |
| South Metro Fire District                               | Wellington-Napoleon FPD   |
| South Platte FPD  |   |
| Southern Jackson Co Fire Protection District            |   |
| West Peculiar FPD                                       |   |
| West Platte FPD   |   |

## Hospitals:

| SYSTEM   | DISTRICT | COUNTY      | FACILITY                                    | CITY              | STATE | TYPE                            |
|--|----------|-------------|---|-------------------|-------|---------------------------------|
| AdventHealth                                   | KS Metro | Johnson     | AdventHealth College Blvd.                  | Overland Park     | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Johnson     | AdventHealth Prairie Star                   | Lenexa            | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Johnson     | AdventHealth Lenexa City Center             | Lenexa            | KS    | General                         |
|  | KS Metro | Johnson     | AdventHealth Shawnee Mission                | Shawnee Mission   | KS    | General                         |
|  | KS Metro | Johnson     | AdventHealth South Overland Park            | Overland Park     | KS    | General                         |
| Children's Mercy (CMH)                         | KS Metro | Johnson     | Children's Mercy Hospital Kansas            | Overland Park     | KS    | Specialty (notes)               |
|  | MO Metro | Jackson     | Children's Mercy Hospital                   | Kansas City       | MO    | Specialty (notes)               |
| HCA  | KS Metro | Johnson     | OPR-ER of Olathe                            | Olathe            | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Johnson     | OPR-ER of Shawnee                           | Shawnee Mission   | KS    | Free Standing ED (no inpatient) |
|  | MO Metro | Jackson     | Research Medical Center-Brookside           | Kansas City       | MO    | General                         |
|  | KS Metro | Johnson     | Menorah Medical Center                      | Overland Park     | KS    | General                         |
|  | KS Metro | Johnson     | Overland Park Regional Medical Center       | Overland Park     | KS    | General                         |
|  | MO Metro | Cass        | Belton Regional Medical Center              | Belton            | MO    | General                         |
|  | MO Metro | Jackson     | Centerpoint Medical Center                  | Independence      | MO    | General                         |
|  | MO Metro | Jackson     | Centerpoint ER of Independence              | Independence      | MO    | Free Standing ED (no inpatient) |
|  | MO Metro | Jackson     | Lee's Summit Medical Center                 | Lee's Summit      | MO    | General                         |
|  | MO Metro | Jackson     | Research Medical Center                     | Kansas City       | MO    | General                         |
| NKCHHealth                                     |          |             |   |                   |       |                                 |
|  | MO Metro | Clay        | Excelsior Springs                           | Excelsior Springs | MO    | General                         |
|  | MO Metro | Clay        | NKC Health (formerly North Kansas City)     | North Kansas City | MO    | General                         |
| Prime  | KS Metro | Wyandotte   | Providence Medical Center                   | Kansas City       | KS    | General                         |
|  | KS Metro | Leavenworth | Saint John Hospital                         | Leavenworth       | KS    | General                         |
|  | MO Metro | Jackson     | Saint Joseph Medical Center                 | Kansas City       | MO    | General                         |
|  | MO Metro | Jackson     | St. Mary's Medical Center                   | Blue Springs      | MO    | General                         |
| Saint Luke's (BJC West)                        | KS Metro | Johnson     | Saint Luke's Community Hospital-Leawood     | Leawood           | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Wyandotte   | Saint Luke's Community Hospital-Legends     | Kansas City       | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Johnson     | Saint Luke's Community Hospital-Roland Park | Roeland Park      | KS    | Free Standing ED (no inpatient) |
|  | KS Metro | Johnson     | Saint Luke's South Hospital                 | Overland Park     | KS    | General                         |
|  | MO Metro | Jackson     | Saint Luke's East                           | Lee's Summit      | MO    | General                         |
|  | MO Metro | Jackson     | Saint Luke's Hospital                       | Kansas City       | MO    | General                         |
|  | MO Metro | Platte      | Saint Luke's North                          | Kansas City       | MO    | General                         |
| The University of Kansas Health System (TUKHS) |          |             |   |                   |       |                                 |
|  | KS Metro | Johnson     | Olathe Health                               | Olathe            | KS    | General                         |
|  | KS Metro | Wyandotte   | The University of Kansas Health System      | Kansas City       | KS    | General                         |
|  | MO Metro | Clay        | Liberty                                     | Liberty           | MO    | General                         |
| University Health (UH)                         | KS Metro | Miami       | Miami County Medical Center, Inc.           | Paola             | KS    |                                 |
|  | MO Metro | Jackson     | University Health-Lakewood                  | Kansas City       | MO    | General                         |
|  | MO Metro | Jackson     | University Health-Truman Medical Center     | Kansas City       | MO    | General                         |
| Veteran's Administration                       | KS Metro | Leavenworth | Leavenworth VA                              | Leavenworth       | KS    | Specialty (notes)               |
|  | MO Metro | Jackson     | Kansas City Veteran's Administration        | Kansas City       | MO    | Specialty (notes)               |
| none (independent)                             | MO Metro | Cass        | Cass Regional Medical Center                | Harrisonville     | MO    | General                         |
| none (independent)                             | Northern | Carroll     | Carroll County Memorial Hospital            | Carrollton        | MO    | General                         |
| none (independent)                             | Northern | Saline      | Fitzgibbon Hospital                         | Marshall          | MO    | General                         |
| none (independent)                             | Northern | Ray         | Ray County Memorial Hospital                | Richmond          | MO    | General                         |
| none (independent)                             | Southern | Bates       | Bates County Memorial Hospital              | Butler            | MO    | General                         |
| none (independent)                             | Southern | Pettis      | Bothwell Regional Health Center             | Sedalia           | MO    | General                         |
| none (independent)                             | Southern | Henry       | Golden Valley Memorial Hospital             | Clinton           | MO    | General                         |
| none (independent)                             | Southern | Johnson     | Western Missouri Medical Center             | Warrensburg       | MO    | General                         |

**Sales History (2025) – For informational purposes only**

| <b>Item Description</b>       | <b>Ship Quantity</b> |
|-------------------------------|----------------------|
| A NITROUS OXIDE, USP          | 41                   |
| A NITROUS OXIDE, USP C/O      | 12                   |
| D OXYGEN, USP                 | 4                    |
| D OXYGEN, USP AL              | 1950                 |
| D OXYGEN, USP C/O             | 475                  |
| D OXYGEN, USP W/GO VLV        | 6329                 |
| DEY/M OXYGEN, USP             | 641                  |
| DEY/M OXYGEN, USP C/O         | 17                   |
| E AL OXYGEN, USP              | 8                    |
| E OXYGEN, USP C/O             | 14                   |
| E OXYGEN, USP W/GO VLV        | 1                    |
| K HELIUM                      | 1                    |
| K OXYGEN, IND                 | 1                    |
| K OXYGEN, USP                 | 545                  |
| K OXYGEN, USP C/O             | 19                   |
| M-12 OXYGEN, USP W/GO VLV     | 757                  |
| M-9 OXYGEN, USP W/GO VLV      | 2078                 |
| MEDICAL K CYL                 | 1                    |
| MEDICAL T CYL                 | 16                   |
| MM OXYGEN, USP                | 134                  |
| MM OXYGEN, USP C/O            | 8                    |
| SA ACETYLENE OSV              | 1                    |
| T C-25 (25%CO2/75% ARGON) OSV | 2                    |
| T OXYGEN, USP                 | 25                   |

2,566 Orders in 2025

## **SECTION 2.0    SPECIFIC REQUIREMENTS**

### **2.1    PREPARATION OF BIDS.**

- 2.1.2 Bidders are expected to examine any specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
- 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.4 Unit price for each unit bid shall be shown, and such price shall include packing unless otherwise specified. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
- 2.1.5 Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.6 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.7 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.8 Prices quoted are to be firm and final.
- 2.1.9 In submitting bids, bidder agrees 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 two-year initial contract period, with option to renew for three additional one-year renewal periods.
- 2.2.2 The option to renew shall be at the discretion of MARC and the Participants. MARC reserves the right to terminate the current contract without cause and solicit new bids. MARC shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC right to exercise the renewal option. The Contractor shall be required to submit documentation to MARC 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.) and Producer Price Index (PPI) for the Kansas City area, without approval of MARC and the Participants.

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

- 2.3.1 Failure to follow these procedures may be cause for rejection of bid.
- 2.3.2 **Section 5.0 and appendices MUST be completed and submitted electronically to Program Coordinator by date and time stated on cover page, including any addendums. Section 5.0 - Appendix A must also be provided in Excel format, and remaining Section 5.0 and any appendices provided in PDF format.** Bidders shall retain a copy for their records. Bidders must confirm receipt of submittal with Program Coordinator; documents were received prior to bid date and time in the event spam programs block submissions.
- 2.3.3 **Telegraphic or faxed bids may not be considered** unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to MARC or any Participant. If not consumed by testing, samples will be returned at bidders' 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. 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 will NOT be accepted after the date and time of closing under any circumstances.

2.7 DISCOUNTS & BID EVALUATION

Discounts offered for prompt (early) payment will be considered in bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e. Visa, Mastercard, etc.).

2.8 TAX-EXEMPT

It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible to obtain verification of exemption from payment of taxes from each Participant, and from any Non-Participant, and is responsible to bill taxes if required.

2.9 MATERIAL AVAILABILITY

**Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify MARC immediately if materials specified are discontinued, replaced, or not available for an extended period of time, Acceptance of such materials at the discretion of MARC and Participants, must be notified and approved in advance of discontinuation, replacement or non-availability. Acceptance of materials will be made under a contract modification.**

2.10 ALTERNATE BIDS

Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

2.11 QUALIFICATIONS OF BIDDERS

2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.



- 2.12 BID OPENING PROCESS - Not Applicable – Electronic submittal only
- 2.13 REQUEST FOR BID TABULATIONS  
Requests for bid tabulations must be submitted in writing to the Program Coordinator by electronic mail. Bid tabulations will be available for distribution the next business day following the bid opening and published at [www.demandstar.com](http://www.demandstar.com).
- 2.14 SAMPLES - MANUFACTURER'S SPECIFICATION SHEETS  
Upon written request by the Program Coordinator, bidders must submit samples and manufacturer specification sheets (including material safety data sheets), for each brand bid to be considered for award. Failure to submit samples and specification sheets will result in rejection of bid. Samples will be examined as part of the bid evaluation process. Any requested samples shall be provided by the bidder within five business days from requested date. Samples shall be returned to the bidder by the Participants upon request. Bidder shall make arrangements for return of the samples at the bidder's expense.
- 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 and inside delivery, and the Contractor shall pay all transportation charges. No fuel surcharges will be allowed.
- 2.17 ESCALATION/DE-ESCALATION CLAUSE  
In regard to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, with 30-day notice, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to MARC and does not exceed the suggested list prices as stated officially by the manufacturer. **No increase request is allowed during the initial six (6) month period of the contract.**
- 2.17.1 MARC shall distribute the price increase request to the Participants for review.
- 2.17.2 A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of MARC and the Participants. MARC reserves the right to terminate the Contract rather than accept the price increase and to rebid the contract.
- 2.17.3 Additionally, it is expected of the Contractor to advise MARC of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.
- 2.17.4 Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) and Producer Price Index (PPI) for the Kansas City area, without approval of the Program Coordinator and the Participants.
- 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 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 Section 5.0.

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

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

**2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**2.25 UNIFORM COMMERCIAL CODE**

This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

**2.26 CONFLICT OF INTEREST**

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**2.27 INDEMNIFICATION AND INSURANCE**

The Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and hold harmless and indemnify MARC 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. A Certificate of Insurance shall be provided with the following coverage:

- 2.27.1 Comprehensive General Liability with minimum limit of \$1,000,000 combined single limit for bodily injury and property damage, per occurrence. Minimum \$2,000,000 aggregate.
- 2.27.2 Comprehensive Automobile Liability with minimum limit of \$1,000,000 combined single limit. MCS-90 endorsement to meet financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980. No pollution exclusion clause.
- 2.27.3 Workers Compensation with minimum of 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.
- 2.27.6 Certificate holder shall be shown as: Mid-America Regional Council, MARCER Bid 120, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659.

## 2.28 SUB-CONTRACTS

- 2.28.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the Program Coordinator to determine any disapproval of the use of such sub-contractor.
- 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- 2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and MARC/KCRPC and Participants.

## 2.29 INDIVIDUAL REQUIREMENTS

The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

**Participants may request additional documentation to satisfy Federal and state requirements for funding. As orders or subagreements are developed for specific projects or procurements, the contractor may be expected to submit additional forms not included in this bid document, as required for a participant's expenditure of state or federal funding.**

### **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, and ongoing maintenance, warranties and post-purchase support. Time of delivery and any other factors reasonably related to the overall cost to MARC and Participants will also be a factor in the award.
- b) "Or Approved Equal" Clause.  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Program Coordinator and Participants, of equal substance and function. Substitute items may be rejected at the discretion of the Program Coordinator and Participants.
- c) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid are equal, or it may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

##### **3.1.3 AWARD PROCESS**

- a) The Program Coordinator and the Participants may accept any item or group of items of any bid on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.

- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said Participant will take the individual award recommendation to their governing body for approval and may issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid including requirements related to administrative fees, 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 contract and any requested submittals, such as certificate of insurance (or proof of business licenses if required by Participants).

### 3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Contractor at any time and the acceptance by the Program Coordinator and Participants of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

### 3.3 EXECUTION OF AGREEMENT

3.3.1 The Execution of 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 against the MARC contract. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC is utilized. The Participant will make the final determination on their existing contracts.

### 3.4 CHANGES

MARC 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 MARC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

### 3.5 ASSIGNMENTS

Neither MARC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC.

### 3.6 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS/COMPOSITE REPORT

3.6.1 The successful bidder agrees to provide products and/or services under this contract to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental

Agency, and Non-Profit corporation performing governmental functions that is listed as a Participant in this bid or a Non-Participant, that is based on its grant recipient status or that MARC authorizes to enjoin in this bid or is a member of MARCER. The successful bidder agrees to remit the three percent administrative fee to MARC, based on each Participant's and Non-Participant's gross sales for each quarter.

- 3.6.2 The successful bidder shall be required to notify MARC if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. MARC will inform the entity (non-participant) of the requirement to be a MARCER member. Written or verbal approval by MARC must be provided to the successful bidder and entity to allow purchases off the contract.
- 3.6.3 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.
- 3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MARCER to utilize the bid or contract unless they are specifically named in the invitation for bid as a Participant.

### 3.7 COMPOSITE REPORT AND PAYMENTS

- 3.7.1 The successful bidder(s) shall furnish to MARC:
  - a) Payment of the Administrative Fee to MARC, 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 the bid number and sales period 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 John Davis (jdavis@marc.org) and Brendan Howitz (bhowitz@marc.org). 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.
  - 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 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.
- 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's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1½ 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 month. Reports are due monthly and fee payments are due quarterly.
- 3.7.4 RIGHT TO AUDIT  
Program Coordinator may compare records provided by entities with reports submitted by Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty (30) calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

### 3.8 PURCHASE ORDERS

- 3.8.1 The Participants, and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Contracts.
- 3.8.2 A price list will be provided for the awarded items to the Contractor and Participants. Orders will be placed by each Participant by purchase order, credit cards, by fax, phone or email to the Contractor. MARCER will not be involved with the ordering of gases. The Participants may choose to issue a purchase order or blanket purchase order.
- 3.8.3 It is highly recommended the Contractor establish an on-line ordering system to be utilized by the Participants.

### 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**. For Kansas municipalities, K.S.A. 10-1101 **et seq.** set forth the Kansas cash-basis law. Under K.S.A. 10-1102, the cash-basis law applies to "municipalities." K.S.A. 1994 Supp. 10-1101 defines a municipality as "[a]ny county, township, city, municipal university, school district, community college, drainage district and **any other taxing district or political subdivision of the state which is supported with tax funds**. The cash-basis law is designed to insure that specified governmental units operate on a cash basis by not spending money they do not have or incurring obligations they cannot promptly meet.

### 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. Rejected materials or supplies shall be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction of other disposal of rejected materials or supplies. Upon failure to remove said materials within ten (10) days after date of notification, the Participant may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or dispose of them as its' own property.

### 3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, MARC and Participants reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.

### 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: MARCER Bid 120, Participant's purchase order number, item/part 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. 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 and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.17 GENERAL GUARANTY AND WARRANTY

3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

3.17.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.

3.17.3 The Contractor warrants that all medical gases will meet or exceed the current FDA and all Federal standards and regulations. All containers must meet Federal regulator standards for compressed gas containers.

3.18 PATENTS

Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

3.19 INSPECTION AND ACCEPTANCE

3.19.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.

3.19.2 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 and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC and Participants may have available.

3.20 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.



3.21 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

3.22 TERMINATION OF CONTRACT

3.22.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.

3.22.2 MARC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.

3.22.3 In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

#### **4.0 SPECIFICATIONS - General Requirements**

##### **Clean-Up and Restoration:**

Contractor shall take precautions against damage to public and private property during the course of this work. Should damage occur, by omission or commission, the Contractor shall at its' own expense, restore damaged property to a condition similar or equal to that existing before damage was done.

##### **Technical Assistance:**

The Contractor and/or Manufacturer of gases shall furnish technical assistance in establishing optimum dosage rates, if requested by Participants, throughout duration of contract.

##### **Deliveries:**

- All packaging and shipping must conform to current federal, state and local regulations.
- Delivery tickets/statements shall be provided at the time of delivery to each location.
- No substitutions allowed on the specified packaging sizes.
- Delivery vehicles of Contractor must be equipped to facilitate unloading of items at various dock heights.
- Trucks must have lift gates and be equipped with pallet jacks for the delivery.
- Delivery times and specific instructions will be provided by Participants at time of order.
- All deliveries to each Participant must include the appropriate material safety data sheets for gases being delivered.
- Deliveries may include multiple unloading stops per order. No stop charge shall be levied against the Participant for such service. Multiple stops, if any, will be noted at time of order.

##### **Time of Deliveries:**

- Non-Emergency orders shall be delivered 24-48 hours from time of order.
- Emergency orders shall be delivered within 4-8 hours of the time of order. Bidders shall include any additional charge in Appendix A - Section 5.0 for emergency deliveries.

## 5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, along with all appendices, in their entirety and return by stated opening date and time shown on cover page.

REFERENCES: Provide three (3) references for service provided within the past five (5) years that are comparable to services described in the scope of the project.

|                           | Reference 1 | Reference 2 | Reference 3 |
|---------------------------|-------------|-------------|-------------|
| Contact Name              |             |             |             |
| Title:                    |             |             |             |
| Company Name              |             |             |             |
| Address                   |             |             |             |
| City, State               |             |             |             |
| Area code & phone number: |             |             |             |
| Services Provided:        |             |             |             |
| Date services provided:   |             |             |             |

KEY PERSONNEL: List staff members that will be responsible for all work performed under this contract: (attach separate sheet if necessary). Describe your company's experience in the medical gases industry. Identify the key individuals who will be responsible for the contract. Describe the level of experience and credentials of the individuals assigned to this project.

| Name | Qualifications | Training | Experience |
|------|----------------|----------|------------|
| a.   |                |          |            |
| b.   |                |          |            |
| c.   |                |          |            |

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

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

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

|    |  |    |
|----|--|----|
| a. |  | d. |
| b. |  | e. |
| c. |  | f. |

**BIDDER'S CHECKLIST:**

- ☐ Acknowledge Addenda (if any) by signing and returning with bid (do not fax). Confirm if addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) or [www.demandstar.com](http://www.demandstar.com)
- ☐ Complete **Section 5.0 and all appendices** in their entirety - submit in PDF format.
- ☐ Complete **Appendix A Section 5.0** - submit in Excel format.

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

- ☐ (a) Bidder does not make an offer in response to this invitation.
- ☐ (b) Bidder's offer will be held open and is not revocable within 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 bid invitation.
- ☐ (c) Allow cooperative purchasing by other entities (non-Participants).

|   |                         |
|---|-------------------------|
| _____<br>Company Name                         | _____<br>Phone No       |
| By:<br>_____<br>Signature of Authorized Agent | _____<br>Fax No         |
| _____<br>Title                                | _____<br>Date           |
| _____<br>Address                              | _____<br>E-Mail Address |
| _____<br>City/State/Zip                       | _____<br>Tax ID No.     |

**APPENDIX B**  
**MARC/MARCER**  
**BID # 120**

**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 C**  
**MARC/MARCER BID # 120**  
**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 D**  
**MARC/MARCER**  
**BID # 120**  
**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 E**  
**MARC/MARCER**  
**BID # 120**

**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.

|                              |   |
|------------------------------|---|
| <b>FOR CORPORATIONS:</b>     |   |
| State in which incorporated: |   |
| <b>FOR OTHERS:</b>           |   |
| State of domicile:           |   |
| <b>FOR ALL BIDDERS:</b>      | List address of Missouri offices or places of business: |
|                              |   |
|                              |   |
|                              |   |
|                              |   |
|                              |   |

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

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



**APPENDIX E**  
**MARC/MARCER**  
**BID # 120**  
**AFFIRMATIVE ACTION CHECKLIST:**

Federal regulations require that **any firm 50 or more employees soliciting an assisted federally funded contract** must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and ensuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

If firm has less than 50 employees,  
state "Not Applicable": \_\_\_\_\_

Bidder's Company Name: \_\_\_\_\_