



**MID-AMERICA REGIONAL COUNCIL
EMERGENCY RESCUE COMMITTEE (MARCER)**

**Invitation to Bid
for
YEARLY CONTRACT FOR MEDICAL SUPPLIES (PRE-HOSPITAL)
BID No. 121 (Issued Oct. 2, 2026)**

BIDS MUST BE RECEIVED BY:	Oct. 23, 2026 1:00PM Local Time
RETURN BIDS TO:	MARC Program Coordinator by electronic email ONLY
SUBJECT LINE:	MARCER BID No. 121 OPENS 10/23/26 1:00 PM - BIDDER'S COMPANY NAME
CLARIFICATIONS:	Submit in writing to Rita Parker, Program Coordinator, MARC/KCRPC E-mail: rita.parker@kcrpc.com
CLARIFICATION DEADLINE:	Requests for clarification will not be accepted after 3:00 pm on Oct. 9, 2026
NOTICE OF AWARD:	Expect to announce by Nov. 21, 2026
CONTRACT PERIOD:	Jan. 1, 2027 to Dec. 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 the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices. It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors or omissions in the bidding documents.

Open Records Act and Proprietary Information

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

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LEGAL ADVERTISEMENT

INVITATION FOR BID

BID # 121

MARCER is seeking bids for pre-hospital medical supplies as a yearly contract. Bids are due by 1PM on 10/23/26 by electronic mail only. Documents available by contacting rita.parker@kcrpc.com or visit www.demandstar.com or www.marc.org.

Published:	Kansas City Star	10/2/26
	The Call	10/2/26
	Kansas City Hispanic News	10/1/26
	DemandStar	10/2/26
	MARC	10/2/26

SCOPE:

Mid-America Regional Council Emergency Rescue (MARCER) will accept separate bids from qualified persons or firms interested in providing large volume member warehousing and pre-hospital supplies, as a yearly contract for MARCER Active Members, Associate Members and Program Participants. In addition, bidders are to include provision for large volume EMS agency member warehousing. This would entail a mutual agreement between the successful bidder and larger volume members. Larger volume members may be defined as hospitals or EMS services having greater than six ambulances. This arrangement would include a process where a standardized list of equipment is shipped periodically to the local agency's warehouse, station, or designated location where it would remain, without charge, until the item is placed on an ambulance. At that time, the item would be scanned into the system and invoiced by the Contractor, to the Participant.

Estimated quantities specified herein, are for evaluation purposes only. No guarantee is made regarding specific quantities to be ordered under this contract. Orders will be placed by each entity on an as needed basis. The initial contract will be a two-year period, with the option to renew for three (3) additional one-year periods. Quoted pricing shall be firm for first year of the contract, FOB Destination (freight prepaid and charged back), 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. The successful bidder must agree to add a three percent administrative fee to all invoices. The fee will be assessed on total sales, excluding shipping costs. The bidder must agree to report total sales on a quarterly basis to MARCER and to remit the three percent administrative fees to MARCER.

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:
 - a) MARCER active members – (1) The administrator or designee of a state licensed emergency ambulance service whose primary base of operations is included in the MARC (bi-state) region, Region A (Missouri counties of Platte, Clay, Ray, Carroll, Jackson, Lafayette, Saline, Cass, Johnson, Pettis Bates, Henry and Benton), or adjacent counties in Missouri. (2) The administrator or designee of state licensed emergency ambulance service whose primary base of operation is included in the MARC region, or adjacent counties in Kansas. (3) EMS care providers in the MARC region who have state licensed or certified personnel as part of their organization. (4) The presidents or designees of the Kansas and Missouri Hospital Associations. (5) The chair or designee of the Emergency Nurse Managers Special Interest Group.
 - b) MARCER associate members – (1) President or the designee of the Heart of America Metro Fire Chiefs Council. (2) Director or designee of the Johnson County Emergency Communications Center. (3) Air Ambulances with communication needs outside the MARC region. (4) Other organizations as deemed appropriate by a majority vote of members present.
 - c) MARCER Program Participants – (1) EMS and/or related public or private agencies that, for a one-time fee, valid for one calendar year (January through December), are permitted to participate in the MARCER's cooperative purchasing program and related activities. (2) Program participants are non-MARCER member agencies located outside the area of Region A and MARC region (see Appendix E for maps).
- 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 "Program Manager" refers to the MARCER Program Manager.
- 1.1.6 "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.
- 1.1.7 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
- 1.1.8 "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.
- 1.1.9 "Administrative Fee" refers to the three percent fee to be paid quarterly by the contractor, to MARC.
- 1.1.10 The "specifications" include Section 4 and Appendix A.
- 1.1.11 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.
- 1.1.12 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 MARCER 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 MARCER for evaluation.
- 1.1.13 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- 1.1.14 The term "minimum" means MARCER Participants will order no less than stated 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 (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 and Miami 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. MARC is the legal entity, organized as a public, not-for-profit corporation.

MARCER and its members are interested in continuing the successful cooperative purchasing program, and MARCER is looking to establish a relationship with a medical supply vendor to provide warehousing and pre-hospital supplies, taking advantage of a cooperative purchasing relationship and quantity discount savings. This cooperative purchasing arrangement has been designed to allow public agencies to meet their competitive procurement responsibilities for purchases. Additionally, the ability to order and receive supplies as needed will allow MARCER members to better manage their limited public resources and ensure availability of adequate supplies.

The successful bidder will offer all, or as many of the items as possible at a competitive price **(a minimum of**

50 percent of line items are required on Appendix A, Tab A-1). MARCER encourages bidders to offer items in their catalog, not specifically called for in the pricing spreadsheet, at a discount from the bidder's published catalog price, by submitting on separate sheet provided by the bidder with their bid submittal (important – this information shall not be included on the pricing spreadsheet Appendix A). MARCER will inform its members and other EMS agencies in Missouri and Kansas of the prices for all items, and MARCER member agencies and other EMS agencies in the two-state area will be encouraged to make purchases from the subsequent contract. Participation by agencies and MARCER members is not required, and no future sales or participation are implied or guaranteed.

It is the intent of this invitation to bid to enter into a two-year contract for pre-hospital supplies, by MARCER participants in Kansas and Missouri wishing to participate in the cooperative purchasing program. The current program has generated over \$4.9 million during 2025-26. No future sales or participation are implied or guaranteed.

The MARCER Program Manager is Erin Lynch, Emergency Services Director 816-701-8390 and Emergency Services Health and Medical Program Manager is Jennifer Sutherlin 816-701-8362. The MARC/KCRPC Program Coordinator is designated to administer the bid solicitation process.

This is a term supply and contract for MARCER Active and Associate Members. See Appendix E for complete listing and map.

SECTION 2.0 SPECIFIC REQUIREMENTS

2.1 PREPARATION OF BIDS.

- 2.1.1 Bidders are expected to examine any specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
- 2.1.2 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. Completed bid document (excluding Appendix A Pricing) shall be scanned to PDF at a minimum of 300DPI. Bidder shall ensure all pages and signatures are legible in final PDF document before submitting.
- 2.1.3 Unit price for each unit bid shall be shown in the Price (Each) column and if sold in bulk, will be listed at individual price under the Bulk Price (Each) column, such price shall include packing unless otherwise specified. If sold in bulk quantities, the packing description and amounts will be listed in the Bulk unit of Measure column.
- 2.1.4 Alternate Items: If bidder does not have the item described on the MARCER Excel pricing sheet Appendix A, but have a similar item, mark the "Alternate" column (on **Tab A-1**) with an "X" and then list the alternate item on the **Tab A-2** sheet. When entering the alternate item on Tab A-2, please ensure that the "Series Number" (first column of the spread sheet) matches the corresponding number from Tab A-1 the alternate item is being offered in place of. Bidders may not quote on the main item listed and provide an alternate. Only one alternate item may be listed for each series.
- 2.1.5 **Bidder shall not change the format of Appendix A by adding or deleting rows and /or columns. Do not sort the spreadsheet. Do not change formulas. Do not change the description of any items, with exception of adding an alternate item description as instructed on Tab A-2.**
- 2.1.6 Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated, as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 Prices quoted are to be firm and final.
- 2.1.9 In submitting bids, bidder agrees MARCER shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.10 Pricing **Section 5.0 must be completed** and submitted by electronic mail to Program Coordinator by date and time stated on cover page, including bid document and appendices B, C and D in PDF format, with Appendix A pricing to be retained in Excel format. Bidders shall retain a copy for their records. Bidders must confirm with Program Coordinator, bidding documents were received prior to bid date and time in the event spam programs block submissions. **Bid submittals shall be submitted as two files; Appendix A in Excel format, and all remaining documents submitted as single PDF file. There is no size limit, but it is preferred to keep PDF under 5MB.**

2.2 CONTRACT PERIOD

This invitation to bid is for an initial two-year period, with option to renew for three (3) additional one-year renewal periods. The option to renew shall be at the discretion of MARCER. MARC reserves the right to terminate the current contract without cause and solicit new bids. MARCER shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARCER right to exercise the renewal option. The Contractor shall be required to submit documentation to MARCER from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than Federal Consumer Price Index (C.P.I.) for the Kansas City area, without prior approval of MARCER. The contract includes an escalation/de-escalation clause appropriate to the industry, as described in paragraph 2.17 Escalation/De-Escalation Clause. Pricing shall be guaranteed for the first year, thereafter on a quarterly basis, per requirements of paragraph 2.17.

2.3 SUBMISSION & ACCEPTANCE OF BIDS

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.

- 2.3.2 Bids and addendums thereof shall be submitted electronically to Program Coordinator. Telegraphic or faxed bids and addendums are not acceptable.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by electronic mail, 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, 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 bidder's request and expense, unless otherwise specified by the invitation.
- 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

2.4 EXPLANATION TO BIDDERS (CLARIFICATIONS)

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven (7) calendar days before the deadline for submission of bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.5 ACKNOWLEDGMENT OF ADDENDUM TO INVITATION

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

2.6 LATE BIDS & MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

2.7 DISCOUNTS & BID EVALUATION

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

2.8 TAX-EXEMPT

It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The successful bidder 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 successful bidder to notify MARCER Program Manager immediately if materials specified are discontinued, replaced, or not available for an extended period of time. Acceptance of such materials at the discretion of MARCER 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. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified. In lieu of detailed specifications, it is preferred bidders include links to the product description and picture, on Appendix A, Tab A-2 only.

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

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. Bid tabulations will be posted on 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 plan 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. Orders will be issued by each Participant either by credit card or purchase order, 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 on **non-emergency orders** are **FOB Destination (freight prepaid by the contractor and charged back to the contractor)**. No fuel surcharges will be allowed. A Participant shall not be responsible for freight, shipping, handling, delivery, or related charges that were not disclosed and approved before shipment.

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 the Program Coordinator, and does not exceed the suggested list prices as stated officially by the manufacturer. No increase request will be allowed during the initial one-year period of the contract.

2.17.1 The Program Coordinator shall distribute the price increase request to MARCER 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 the Program Coordinator and MARCER. MARCER 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 the Program Coordinator of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.

2.17.4 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 MARCER.

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, 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. **The Contractor shall warrant compliance with all laws for the sales and distribution of narcotics by submittal of DEA license with bid.**

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, **upon request** of any Participant with regards 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 requested, 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

In the event any Federal funds are used for any purchases under the contract, the successful bidder shall be required by the ordering participant, upon their request to warrant 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.

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 MARCER 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 MARCER.

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 (sub-contracts), 3.8 (purchase orders), 3.10 (delivery/shipping priority), and any other individual requirements (such as business license, W-9), 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, 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 by MARCER and Cooperative Purchasing Sub-committee will include but not limited to:
 - Ability to provide desired range of products and appropriate brand
 - Delivery and time frame specified
 - Purchase order and billing requirements
 - Approach to handling returns, problems orders, expired drugs
 - Pricing
 - Warehousing plan
 - Special caches
 - Ability to provide on-line ordering
 - Alternates proposed (see paragraph 2.1.4)
- b) 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.
- c) Evaluation criteria and maximum points to be assessed:

Criteria:	Maximum:
Ability to provide desired range of products. Are brands appropriate. Pricing reasonable/comparable? Including overall responsiveness to bid.	30
Meets delivery requirements, time frame. Billing requirements?	30
Approach to handling returns, problem orders, expired narcotics?	10
Warehousing plan?	10
Special cache - ability and plan included?	10
Ability to provide on-line ordering?	10
Maximum points	100

3.1.3 AWARD PROCESS

- a) **MARCER and 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) 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.
- c) 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 the three percent administrative fees, and quarterly sales 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 Agreement shall consist of a YEARLY CONTRACT, signed by the MARC Executive Director, and countersigned by the successful Bidder, and becomes the agreement and contract between the parties hereto.
- 3.3.2 The Program Coordinator will furnish the contract to the successful Bidder who shall sign and return to the Program Coordinator within ten business days. 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 awarded will be shown on the contract by attachment of price lists from Appendix A, Tab A-1 and A-2.
- 3.3.3 As stated in paragraph 3.1.3 (c) some Participants may execute individual contracts. Any individual contracts issued by the Participants shall not conflict with the award made by MARCER.

3.4 CHANGES

MARCER 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 Program Manager 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 MARCER Participants (active members and associate members), including MARCER program participants, with prior MARCER approval. The successful bidder agrees to pay MARC, a three (3) percent administrative fee based on each Participant's gross sales for each quarter, excluding shipping costs.
- 3.6.2 The successful bidder shall be required to notify MARCER if any Non MARCER participants express desire to utilize this contract, prior to acceptance of any purchase order. MARCER will inform the entity of the requirement to be a MARCER program member/participant. Written or verbal approval by MARCER 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 will be made on purchase orders issued by the ordering entity. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering 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.

3.7 COMPOSITE REPORT AND PAYMENTS

- 3.7.1 The successful bidder(s) shall furnish to MARCER:
 - a) Payment of the three (3) percent administrative Fee to MARC, **based on sales for each quarter** by Participants. The Contractor shall add the Administrative Fee as a separately identified line item on each Participant invoice and remit collected Administrative Fees to MARC quarterly. **"Net Contract Sales"** means the invoiced selling price of products purchased under this Contract, less returns, credits, refunds, canceled items, and applicable discounts. Net Contract Sales exclude taxes, freight, shipping, handling, fuel surcharges, credit-card processing fees, emergency-delivery charges, and other separately stated non-product charges. The Contractor shall have no claim or right to all or any portion of the administrative fee.

All payments shall be made payable to: Mid-America Regional Council, Attn: Finance Department, 801 Pennsylvania Ave., Ste. 400, Kansas City, Mo., 64105-1370. The bid number and calendar quarter of sales must be referenced on each payment.

- b) A composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be compiled and submitted electronically. The report shall include, at a minimum:
 - 1) Ordering entity, entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 2) The report shall be totaled for the accumulated dollar amount spent within the particular quarterly period for each Participant.
 - 3) Preferred format of report is Excel spreadsheet and be sent electronically to John Davis (jdavis@marc.org) and Brendan Horwitz (bhorwitz@marc.org).
 - 4) Contractor shall also provide, to MARCER upon request, detailed reports to assist MARCER with statistical analysis. Reports could include, but not limited to, product name, category, quantities, dates and agencies.
- 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 MARCER's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of one and one-half (1 ½) percent per month until paid.

- 3.7.3 Payments of fees under this contract shall be due thirty (30) calendar days after the end of each quarter. Reports are due within thirty (30) calendar days following previous quarter closing.
- Q1 Jan 1 -Mar 31 – due by April 30
Q2 Apr 1 -June 30 – due by July 31
Q3 July 1 -Sept 30 – due by Oct. 31
Q4 Oct 1 - Dec 31 – due by Jan. 31

3.7.4 RIGHT TO AUDIT

Program Manager may compare records provided by entities with reports submitted by Contractor. Program Manager will provide written notification to Contractor of any discrepancies and allow Contractor thirty (30) calendar days to resolve discrepancies to Program Manager's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Manager, MARCER reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARCER for costs and expenses to conduct such an audit.

3.8 PURCHASE ORDERS

- 3.8.1 The 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 electronic mail to the Contractor. MARCER will not be involved with any orders, invoices or payments of invoices. 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 –

Contractor shall give shipping priority to MARCER Participants during emergency large-scale event for the region. Participants shall designate any emergency order at time of ordering. An emergency large-scale event is defined as an incident that requires over 50 percent of one agencies/ resources and/or requires mutual aid to mitigate. Additional shipping charges (i.e. overnight, two-day, etc.) may be assessed for orders designated as emergency orders by a participant. **See Section 4.0 for specific delivery requirements.**

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 at Participants' 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, MARCER 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 by regular mail or electronic mail, unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARCER Bid 121, 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. 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 entity. 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.

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 supplies will meet or exceed the current FDA and all Federal standards and regulations relating to shipment of narcotics. All containers must meet Federal standards for shipping.**

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 MARCER 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

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 twenty-four (24) hours of notification. No goods returned as defective shall be replaced without written authorization of the Participant. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the 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

- 4.1 Ordering: Participants will establish an individual account with the contractor. The contractor will accept orders directly from each Participant and bill the respective Participants for the goods including shipping/handling costs. Participants desire the ability to order online, by electronic mail or telephone.
- 4.2 Order Designation: The ordering Participant shall designate each order as non-emergency or emergency at the time the order is placed. The Contractor may rely on that designation and shall not be responsible for independently determining whether the underlying incident satisfies a particular operational threshold.
- 4.3 Non-Emergency Orders: Unless a different delivery schedule is approved by the Participant in writing, non-emergency orders shall be delivered within 24 to 48 hours after the Contractor's receipt and acknowledgment of a complete order.
- 4.4 Emergency Orders: Emergency orders shall be delivered within the specified timeframe. MARCER prefers delivery within four to eight hours and requires delivery within no more than 12 hours after the Contractor's receipt and acknowledgment of a complete emergency order, unless, the Participant approves a different timeframe in writing; or the Contractor disclosed and MARCER accepted a specific exception in the Contractor's bid.
- 4.5 Will-Call Orders: Items designated by the Contractor, as available for will-call pickup, shall be ready within four hours after receipt and acknowledgment of a complete order, unless the Participant approves a different timeframe.
- 4.6 Order Acknowledgment: The Contractor shall promptly acknowledge receipt of each order and provide confirmation of product availability, the expected delivery or pickup time, notice of any back-ordered or unavailable item, any proposed replacement product, subject to Participant approval; and all applicable emergency or expedited delivery charges.
- 4.7 Priority Orders During Regional Emergencies: During an emergency designated by an authorized MARCER Participant, the Contractor shall give priority to emergency orders placed under this Contract, subject to applicable law, manufacturer allocation restrictions, and the accepted allocation plan.
- 4.8 Inability to Meet Delivery Requirement: If the Contractor anticipates that it cannot meet a required delivery timeframe, the Contractor shall immediately notify the ordering Participant. The notice shall identify the affected products, expected delivery time, cause of delay, available alternatives, and any proposed corrective action. Notice does not excuse untimely performance or limit the Participant's right to cancel the affected order, obtain replacement products from another source, or exercise other remedies available under the Contract.
- 4.9 Deliveries: All packaging and shipping must conform to current federal, state and local regulations.
 - 4.9.1 Delivery tickets/statements/packing slips shall be provided at the time of delivery to each location.
 - 4.9.2 No substitutions allowed on the specified packaging sizes.
 - 4.9.3 Delivery vehicles must be equipped to facilitate unloading large orders or items at various dock heights when required.
 - 4.9.4 Trucks must have lift gates and be equipped with pallet jacks for the delivery.
 - 4.9.5 Any specific instructions will be provided by Participants at time of order.

- 4.10 Pricing: Unit prices for line items listed and submitted on Appendix A Excel workbook. Bidder shall also offer “off shelf” discount for similar items, if available on bidder’s catalog, but not specifically listed on Appendix A. Bidders may include their catalog, or links to catalog, with submittal, providing the catalog is searchable by an end user.
- 4.11 A Letter of transmittal shall be included with bid submittal, briefly stating the bidder’s understanding of the program, a commitment to sell the supplies to Participants and a statement why bidder believes itself to be the best qualified for selection. The letter shall also include:

4.11.1 Warehousing - Details regarding warehousing ability for the large volume EMS participants. This entails a mutual agreement between vendor and larger volume members defined as having greater than six ambulances. Arrangement would include process where standardized list of equipment is shipped periodically to the participant’s warehouse where it would remain, without charge, until item is placed on an ambulance. At that time, it would be scanned into the system, and charges would be invoiced to the Participant by the vendor. The expectation is that all items on the bid will be available within the specified time frames outlined in the bid. Large volume users may negotiate with the successful bidder to hold special stock or extra quantities of specific items, as necessary. See paragraph 3.1.2 for specific evaluation criteria.

4.11.2 Emergency supply cache - Details of an emergency supply cache warehousing plan; during large incidents involving large volumes of casualties/patients, re-stocking and supplying response crews from typical stock on hand becomes problematic. An Emergency Supply Cache would serve as a regional stockpile of supplies for such circumstances. The emergency supply cache would be maintained in the bidder's Kansas City area warehouse, to be accessible by the region, 24/7 and at no cost unless utilized. The supplier **must** have sufficient inventory on hand to supply MARCER agencies with their most frequently used items for a period of 14 days without a break in service. The top selling trauma supplies include IV fluids, tourniquets, chest seals, trauma dressings and PPE to handle at least 100 patients. The list will be further defined between MARCER agencies and the successful bidder. The bidder shall provide verification that MARCER agencies have access to the cache and that it is not allocated or distributed to other agencies or customers. Please detail proposed quantiles, stock rotation plans and access details.

Inventory shall not be placed at a Participant facility until the Contractor and Participant execute a separate written warehousing or consignment agreement addressing the applicable operating, financial, risk-of-loss, and inventory-control terms.

No controlled substance shall be included in a Participant’s warehousing or consignment arrangement unless specifically authorized through a separate written agreement and handled in accordance with all applicable licensing, security, recordkeeping, and distribution requirements.

4.11.3 Emergency Supply Cache and Continuity Plan

The bidder shall submit a proposed emergency supply cache and continuity plan for MARCER's review. The cache is intended to support emergency medical operations during a regional incident that disrupts normal ordering, replenishment, or distribution. The plan shall, at a minimum:

- a. Identify the proposed products, quantities, brands, and package sizes;
- b. Identify quantities proposed to support the treatment of at least 100 patients;
- c. Explain how the proposed inventory relates to the requirement to maintain continuity of frequently used supplies for up to 14 days;
- d. Identify the location where cache inventory will be maintained;
- e. Describe 24-hour activation, authorization, access, and delivery procedures;
- f. Describe stock rotation and expiration-control procedures;
- g. Explain how the bidder will verify that designated cache quantities are available to MARCER and are not committed to another customer;
- h. Explain how recalled, discontinued, allocated, or unavailable products will be replaced;
- i. Describe inventory reporting and verification procedures;
- j. Identify any activation, delivery, replenishment, restocking, or other charges;
- k. Describe procedures for replenishing the cache after activation; and
- l. Identify any assumptions, limitations, or exceptions.

The final cache inventory list, quantities, access procedures, reporting requirements, and authorized activation contacts shall be established in writing by MARCER, or the Participant and the Contractor after award.

Except for supplies released following authorized activation, the Contractor shall retain ownership of and responsibility for cache inventory, including stock rotation, expiration management, regulatory compliance, and maintenance of agreed inventory levels.

The bidder shall not represent general warehouse inventory as dedicated cache inventory, unless the proposed quantity is specifically reserved for MARCER or the bidder demonstrates an equivalent method that assures availability during a regional emergency.

4.11.4 Allocation Plan - Details of the bidder's Allocation Plan during instances of limited supply; a common practice during PPE shortages has been for vendors to cancel or disallow an order of "Product A" if a member had not ordered "Product A" previously. How will the bidder handle this circumstance? Bidders must state if members and participants of this contract are subjected to this circumstance or will the requirement be waived?

4.11.5 Exceptions – Bidders shall clearly state any exceptions taken by referencing the particular paragraph number from the bid document in the letter of transmittal.

5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, with the appendices, in their entirety and return by electronic mail. All pricing quoted shall EXCLUDE delivery and administrative fees. The three percent administrative fees are to be added to all invoices. In case of discrepancy between a unit price and extended price, the unit price will prevail.

5.1	Complete and submit Pricing Appendix A (Tab A-1 and Tab A-2) in Excel workbook only.		
5.2	Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?	Yes	No
	If yes, state terms:	Discount: _____ %	Net _____ days
5.3	Do you accept government procurement cards (Visa, Mastercard) for payment?	Yes	No
	If yes, is there an added fee to use credit cards. State percentage to be added to a purchase.	_____ %	
5.4	Do you offer an "off shelf" discount for similar products/services within scope of work? If discount is available, state percentage.	Yes	No
	If yes, state discount off current standard price list:	Discount _____ %	
	If yes, provide website for current catalog price list:		
5.5	Delivery time: Non-emergency orders (24-48 hours after receipt of order preferred)	Yes	No
5.6	Delivery time: Emergency orders (4-8 hours after receipt of order preferred, maximum of 12-hour turnaround).	Yes	No
	State cost for emergency orders deliveries:	\$	
	Emergency orders: " Will Call " basis – pick up to be available within 4 hours, after receipt of order.	Yes	No
	State location for pickup for " Will Call " orders:		
5.7	State any exceptions to above stated time frames:		
5.8	Delivery time: State hours and days for available delivery: Monday to Friday: _____ Saturday: _____ Sunday: _____		
5.9	State schedule of alternate delivery days for holidays:		

5.10 REFERENCES: -

Provided 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:			
Email:			
Services Provided:			
Date services provided:			

- 5.11 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 supplies 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.			

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

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

- 5.13 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. This will apply if bidder owns fleet for deliveries.

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

5.14 BIDDER'S CHECKLIST:

- ☐ Acknowledge Addenda (if any) by signing and including with electronic bid (do not fax). Confirm if addendums have been issued by either contacting the Program Coordinator, or checking the websites at www.marc.org or www.demandstar.com
- ☐ Complete Section 5.0 Pricing and Submittal section with Appendices B – C - D (submit in PDF format) with Appendix A (Excel workbook) in its' entirety by electronic mail to Program Coordinator ONLY. Do not submit an original in the mail.
- ☐ Include Letter of Transmittal, signed by authorized agent.
- ☐ Include copy of current DEA license.

5.15 STATEMENT OF OFFER: Bidder to check (a) **or** (b), 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.

Bidder's (Company) Name	Phone No
By:	
Signature of Authorized Agent	Print Name of Authorized Agent
Title	Tax ID No.
Address	E-Mail Address
City/State/Zip	Date

APPENDIX B
BID No. 121
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 C**BID NO. 121****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:	

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: _____

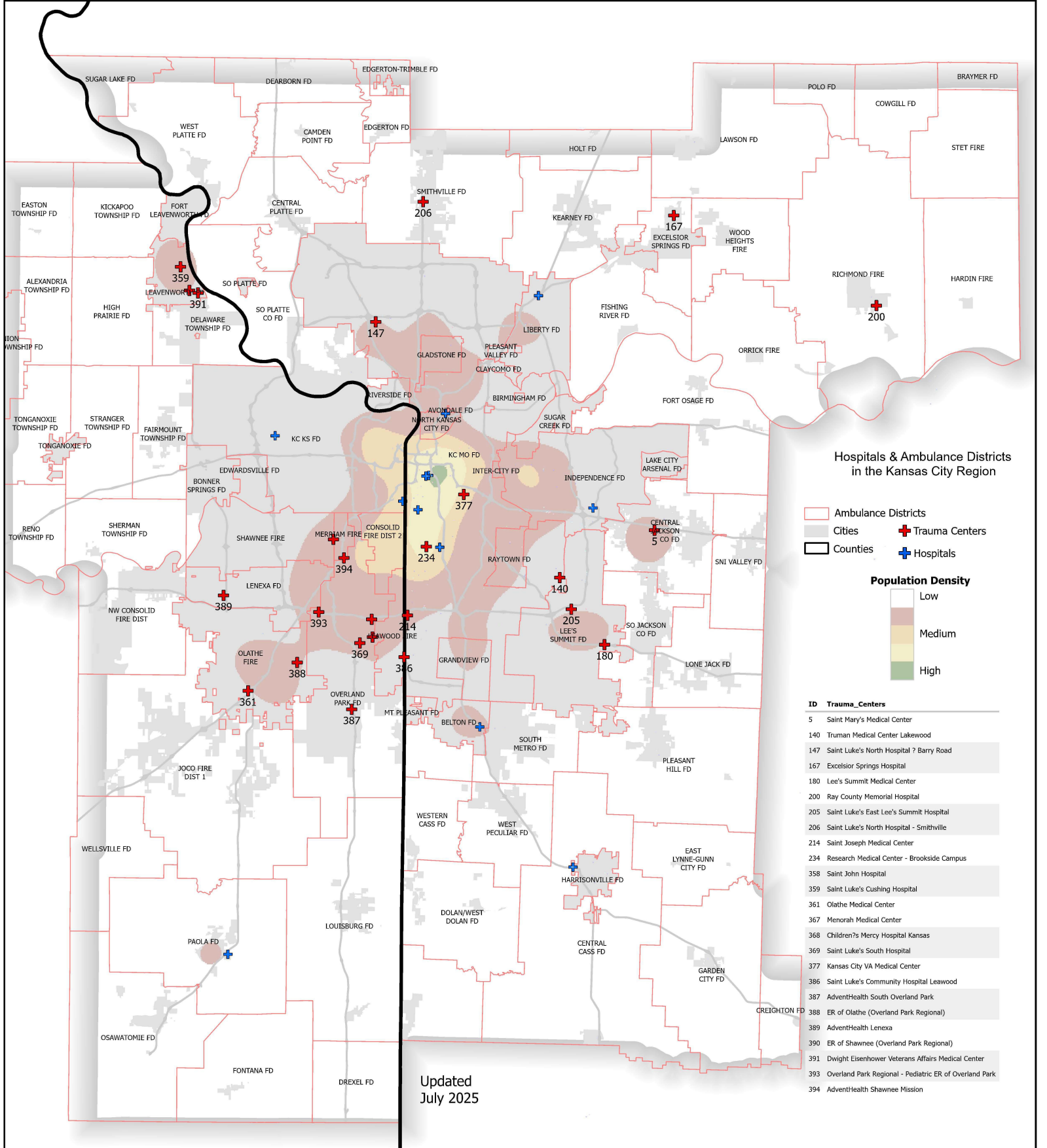
MARCER SPECIAL DISTRICTS - EMS AGENCIES IN-REGION

Bonner Springs Ambulance District
Bonner Springs Fire and EMS
Central Cass County FPD
Central Jackson Co FPD
Consolidated Fire District #2 (Johnson County)
Fort Osage FPD
Garden City FPD
Harrisonville Emergency Services
Holt FPD
Inter-City FPD
John Knox Village Ambulance
Johnson Co FD #1
Johnson Co FD #2
Kearney Fire and Rescue
Lawson Fire and Rescue
Lone Jack FPD
Northland Regional Ambulance District (Midwest Medical)
Northwest Consolidated Fire District (Johnson County)
Pleasant Hill Fire Protection District
Pleasant Valley Fire Dept
Ray Co Ambulance District
Raytown FPD
Smithville Area FPD
Sni Valley FPD
South Metro Fire District
South Platte FPD
Southern Jackson Co Fire Protection District
West Peculiar FPD
West Platte FPD

Special Districts Outside Metro (EMS agencies involved with MARCER)

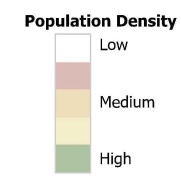
Air Evac Lifeteam - Sedalia
Air Methods/Mercy Med Flight
American Medical Response
Buchanan County EMS
Cox Air Care
Cox Air Care
Cox Air Care (added)
Franklin Co Ambulance
Golden Valley Memorial Healthcare EMS
Higginsville EMS
Jefferson County KS Emergency Services
Johnson Co, Mo. Ambulance District
Lawrence-Douglas Co Fire & Medical
Lexington Fire & Rescue
LifeFlight Eagle
LifeTeam Air MD (Air Methods)
Med Trans
Med Trans (DBA Eagle Med LLC)
Mercy Emergency Services Comm Ctr
Miami Co EMS
Odessa Fire & Rescue Protection District
Pettis Co Ambulance District
RSI, Crisis Intervention Center
Tri-County Ambulance District
Wellington-Napoleon FPD

2025 - Jan. 25



Hospitals & Ambulance Districts in the Kansas City Region

- Ambulance Districts
- Cities
- Counties
- Trauma Centers
- Hospitals



ID	Trauma_Centers
5	Saint Mary's Medical Center
140	Truman Medical Center Lakewood
147	Saint Luke's North Hospital ? Barry Road
167	Excelsior Springs Hospital
180	Lee's Summit Medical Center
200	Ray County Memorial Hospital
205	Saint Luke's East Lee's Summit Hospital
206	Saint Luke's North Hospital - Smithville
214	Saint Joseph Medical Center
234	Research Medical Center - Brookside Campus
358	Saint John Hospital
359	Saint Luke's Cushing Hospital
361	Olathe Medical Center
367	Menorah Medical Center
368	Children's Mercy Hospital Kansas
369	Saint Luke's South Hospital
377	Kansas City VA Medical Center
386	Saint Luke's Community Hospital Leawood
387	AdventHealth South Overland Park
388	ER of Olathe (Overland Park Regional)
389	AdventHealth Lenexa
390	ER of Shawnee (Overland Park Regional)
391	Dwight Eisenhower Veterans Affairs Medical Center
393	Overland Park Regional - Pediatric ER of Overland Park
394	AdventHealth Shawnee Mission

Updated
July 2025

