



**YEARLY CONTRACT for SALT & DEICER  
MARC/KCRPC Bid NO. 112**

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Hutchinson Salt Co., hereinafter referred to as "Contractor" is effective this 1<sup>st</sup> day of July, 2024.

**WITNESSETH:**

WHEREAS MARC/KCRPC does hereby accept, with modifications, if any, the bid of Hutchinson Salt Co. The bid document and submittal by Contractor is made a part of this contract. Awarded items include:

- Item 1 straight road salt at \$58.07/ton delivered as the primary supplier

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide awarded items on an as-needed basis, for MARC/KCRPC Participants, as specified on attached price sheet. Contract pricing is not available to Non-Participants.

All sales will be made in accordance with the prices, terms and conditions of the invitation to 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.

The Contractor shall furnish to MARC/KCRPC:

- a) Payment of the 1.5 percent Administrative Fee to MARC/KCRPC, based on gross sales for each quarter. All payments shall be made payable to: Mid-America Regional Council (bid number and month of sales must be referenced on each payment.) Mail payment to Attn: Finance Department, MARC, 600 Broadway Suite 200, Kansas City MO 64105-1659.
- b) A composite report of all contract purchases for Participants and any Non-Participants, against any and all purchase orders issued against this contract. The report shall be compiled and submitted to the Program Coordinator by electronic mail. Copies of invoices may be submitted electronically, in lieu of a composite report.

**2. CONTRACT TIME**

The contract is effective from July 1, 2024 to June 30, 2026 with the option to renew in writing for three (3) one-year renewal periods.

**3. INVOICES**

Invoices for orders placed by Participants shall be prepared and submitted in triplicate to the Participant, unless otherwise specified by the Participant. All invoices shall contain the following information: contract number, purchase order number, catalog number; description, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant. Payment terms are Net 30.

**4. TERMINATION**

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC/KCRPC or any Participant, 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.

**5. CHANGES AND ADDITIONAL SERVICES**

The MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to 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/KCRPC 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.

**6. CONFLICTS 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.

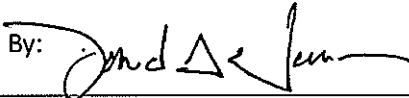
**7. COMPLIANT WITH APPLICABLE LAWS**

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.

**8. NOTICES**

Any notice to any Contractor from MARC/KCRPC 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.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: 

David Warm  
Executive Director  
Mid-America Regional Council  
600 Broadway Suite 200  
Kansas City, Mo., 64105-1659

By: 

Joe Bingham  
Vice President  
Hutchinson Salt Co.  
136 W. 12th St.  
Baxter, Kan., 66713  
P. 620-856-3332 x 206 F. 620-856-3663  
Email: joe.bingham@hutchsalt.com

6/12/2024

Date:

6-13-24

Date:

Distribution: Contractor  
MARC/KCRPC Program Coordinator  
MARC file

Staff Contact: Rita Parker, KCRPC Program Coordinator [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)

Attachment: Bid submittal and pricing



**KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

A Partnership of:

Mid-America Council of Public Purchasing  
and  
Mid-America Regional Council  
and  
Local Governments

Acting as the lead agency, offers the following

**INVITATION FOR BID**

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

**YEARLY CONTRACT FOR SALT and DE-ICERS  
BID 112 (Issued 4/29/2024)**

- BIDS MUST BE RECEIVED BY:** May 17, 2024 by 1:00 p.m. Local Time  
(Late bids will not be accepted for any reason)
- BIDS WILL BE OPENED AT:** May 17, 2024 1:00 p.m. Local Time
- RETURN ELECTRONIC BIDS TO:** Program Coordinator by electronic mail only
- SUBJECT LINE:** MARC/KCRPC BID 112 - OPENS: 5/17/24 1:00 p.m. - BIDDER’S NAME
- CLARIFICATIONS:** Requests for clarification will not be accepted after 3:00 p.m. on May 8.  
Submit in writing to KCRPC Program Coordinator at [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)
- NOTICE OF AWARD:** Expect to announce by May 31, 2024
- CONTRACT PERIOD:** July 1, 2024 to June 30, 2026 with option to renew for three (3) additional one-year periods and subject to adjustment based on award date

MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

If Bidders receive this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.

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

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

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**LEGAL ADVERTISEMENT**

INVITATION FOR BID

BID # 112

MARC/KCRPC is seeking bids for salt and deicers on behalf of area participants. Bids due by 5/17/24 1:00 PM. Documents available at [www.marc.org](http://www.marc.org) and [www.demandstar.com](http://www.demandstar.com) or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

Published:	Kansas City Star	May 3, 2024
	The Call	May 3, 2024
	Kansas City Hispanic News	May 2, 2024
	DemandStar	April 29, 2024
	MARC	April 29, 2024

SCOPE: Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC), will accept separate sealed bids from qualified persons or firms interested in providing snow and ice control materials. **The materials include straight road salt, ClearLane® enhanced de-icer, Snowslicer, Ice Ban, liquid magnesium chloride (Freezgard Cl+ magnesium chloride liquid with corrosion inhibitor.** as a yearly contract for area governmental entities (Participants). Quantities listed herein are annual estimates only. All pricing shall be based on F.O.B. destination. Orders will be placed on an “as needed” basis by each participant. No guarantee is made as to quantities purchased. Bidders are required to build into their quoted prices, a 1.5 percent administrative fee which is rebated back to MARC based on sales by the successful bidder.

No fuel surcharges shall be allowed. Quoted pricing shall be based on “best available” pricing for this region.

Section 5.0, Excel pricing sheet and appendices MUST be completed and submitted by electronic mail to the Program Coordinator by date and time stated on cover page, including any addendums. The pricing sheet must be provided in Excel format and Section 5.0 provided in PDF format.

## **SECTION 1.0 INTRODUCTION**

- 1.1 DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.
- 1.1.1 "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MOKANCPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
  - 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
  - 1.1.3 "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency, or Non-Profit corporation performing governmental functions, and located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4 "MoKanCPP" refers to the MoKan Council of Public Procurement.
  - 1.1.5 "MARC" refers to the Mid-America Regional Council
  - 1.1.6 "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.7 "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect, and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
  - 1.1.8 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.9 "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
  - 1.1.10 "Administrative Fee" refers to the one and one-half percent fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11 The "specifications" include Section 4 and Appendix A.
  - 1.1.12 A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
  - 1.1.13 The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
  - 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - 1.1.15 The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

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

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MoKanCPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction of costs of goods and services by obtaining more responsive prices.

The Manager’s Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

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

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the following participating entities:

1	Jackson County, Missouri
2	Johnson County, Kansas, Road & Bridge
3	Liberty Hospital, Missouri
4	North Kansas City, Missouri
5	City of Parkville, Missouri
6	City of Platte City, Missouri
7	City of Riverside, Missouri
8	City of Smithville, Missouri
9	University Health - Health Science District
10	University Health – Truman Medical Center (Lakewood)
11	City of Weston, Missouri
Additional Participants may be added under addendum(s), or by a contract modification with mutual agreement if the bidder agreed to allow for cooperative purchasing.	

## 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. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
- 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
- 2.1.6 The bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
- 2.1.9 The prices quoted are to be firm and final.
- 2.1.10 In submitting bids, the bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.11 Pricing Section 5.0 **MUST** be completed, signed, and returned by electronic mail. Bidders shall retain a copy for their records.

### 2.2 CONTRACT PERIOD

- 2.2.1 This invitation to bid is for a yearly contract for a **two-year initial contract period, with the option to renew for three (3) additional one-year renewal periods.**
- 2.2.2 The option to renew for up to three (3) additional one-year contract periods shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

### 2.3 SUBMISSION & ACCEPTANCE OF BIDS

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 **Section 5.0 and appendices MUST be completed and submitted in PDF format, electronically by e-mail to Program Coordinator by date and time stated on cover page, including any addendums.** 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 will not be considered unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by 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 the Program Coordinator 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 calendar days before the deadline for submission of bids. An oral

explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.5 ACKNOWLEDGMENT OF ADDENDUM TO INV ITATION

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

2.6 LATE BIDS & MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids 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 the bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e. Visa, Mastercard, etc.).

2.8 TAX-EXEMPT

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

2.9 MATERIAL AVAILABILITY – IMPORTANT

**Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time.**

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 [www.demandstar.com](http://www.demandstar.com)

2.14 SAMPLES AND MANUFACTURER'S SPECIFICATION SHEETS

Upon written request by the Program Coordinator, Bidders must submit samples and manufacturer's specification sheets (including material safety data sheets), for each item being bid to be considered for an award. Failure to submit samples and specification sheets will result in rejection of your bid. Samples may be requested and examined as a part of the bid evaluation. Any requested samples shall be provided by the Bidder within five (5) business days from the requested date. Samples shall be returned to the Bidder by the Participants, upon request and the Bidder shall make the arrangements for return of the samples, at 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 within the 50-mile radius of greater Kansas City. For deliveries outside the 50-mile radius, bidders must state applicable transportation mileage charges in Section 5.0, where designated.
- 2.17 **ESCALATION/DE-ESCALATION CLAUSE** - not applicable to this bid
- 2.18 **OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS**  
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.
- 2.19 **FORMS**  
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.20 **COMPLIANT WITH APPLICABLE LAWS**  
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.
- 2.21 **ANTI-TRUST**  
Submission of a bid constitutes an assignment by the Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.
- 2.22 **EQUAL OPPORTUNITY CLAUSE**
- 2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.
- 2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below, if any, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.
- 2.23 **REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'**  
The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

- 2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED  
Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
- 2.25 UNIFORM COMMERCIAL CODE  
This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
- 2.26 CONFLICT OF INTEREST  
The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.
- 2.27 INDEMNIFICATION AND INSURANCE  
Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees, or agents.
- 2.27.1 Comprehensive General Liability with minimum limit of \$1,000,000 combined single limit for bodily injury and property damage, 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 (for hazardous materials only) 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 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: MARC/KCRPC, 600 Broadway Suite 200, Kansas City, Missouri 64105.
- 2.28 SUB-CONTRACTS
- 2.28.1 The Contractor shall not execute an agreement with any subcontractor to perform any work until he has written to the Program Coordinator to determine any disapproval of the use of such subcontractor.
- 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his 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 subcontractor and MARC/KCRPC and Participants.
- 2.29 INDIVIDUAL REQUIREMENTS  
The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

\*\*\*End of Section 2.0\*\*\*

### **3.0 GENERAL CONDITIONS (AWARD and POST AWARD)**

#### **3.1 AWARD OF CONTRACT**

##### **3.1.1 BASIS OF AWARD.**

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities, and informalities in bids, to disregard all non-conforming or conditional bids or counterproposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

##### **3.1.2 EVALUATION OF BIDS**

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of delivery will also be a factor in the award.
- b) "Or Approved Equal" Clause.  
Whenever 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 notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

### 3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other 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. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC is utilized. The Participant will make the final determination on their existing contracts.

### 3.4 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing contained herein shall excuse the Contractor from proceeding with the contract as changed.

### 3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, 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/KCRPC.

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

3.6.1 If the bidder agrees to provide products and/or services under this contract, the bidder must indicate on the appendix. If agreed, the successful bidder shall rebate to MARC/KCRPC, the Administrative Fee, based on each Non-Participant's gross sales for each quarter.

3.6.2 The successful bidder shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. The Program Coordinator will inform the non-participant of the requirements of the contract. Written or verbal approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases from the contract, by issuance of a contract modification.

3.6.3 Sales will be made in accordance with the prices, terms, and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MoKanCPP, NIGP Chapter affiliate or MARC to use the bid or contract unless they are specifically named in the invitation for bid as a Participant.

### 3.7 COMPOSITE REPORT AND PAYMENTS

3.7.1 The successful bidder(s) shall furnish to MARC/KCRPC:

- a) Payment of the Administrative Fee to MARC/KCRPC, based on gross sales for each quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee.

All payments shall be payable to: Mid-America Regional Council, and reference KCRPC bid number on each payment. All payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659.

- b) A composite report of all contract purchases against any and all orders issued against this contract shall be submitted by electronic mail to the Program Coordinator. The report shall include, at a minimum:
- Ordering entity and designated Participant or Non-Participant, Entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
  - The report shall be totaled for the accumulated dollar amount spent within the particular quarter for each Participant or Non-Participant. The preferred report shall be in Excel format.
  - Copies of invoices to the ordering entity may be submitted, in lieu of a composite report.
- c) Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of one and one-half percent per month until paid.
- d) Reports and payments of fees under this contract shall be due thirty calendar days after the end of each quarter.

3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1.5 percent per month until paid.

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

#### 3.7.4 RIGHT TO AUDIT

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

### 3.8 PURCHASE ORDERS

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 contract. Orders may be placed by phone, fax, or electronic mail to the Contractor using purchase order, blanket purchase order or procurement card issued by ordering Participant or Non-Participant. **Government procurement card purchases shall be processed at the time of the order and not be held up and batched with multiple orders. Bidders shall state in Section 5.0 if processing charges will be added to orders.**

3.8.2 The Jackson County, Missouri Purchasing Department may issue to the Contractor a "Blanket" or "Miscellaneous" Purchase Order to cover a specific portion of the Term of this Contract. This Purchase Order may be for a stated dollar amount and will terminate when the dollar amount shown has been used or at the expiration of the Contract, whichever is earlier. Purchase Orders for specific items and quantities may also be issued against this Contract. If a "Blanket" or "Miscellaneous" Purchase order is issued, Contractor will submit invoices to the Requisitioning Department and payments will be made on a monthly basis. Other Purchase Orders will be paid Net 30 days. The contractor shall indicate the Purchase Order number on all Invoices.

### 3.9 FUND ALLOCATION

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

### 3.10 DELIVERY REQUIREMENTS – See Section 4.0

### 3.11 RESPONSIBILITY FOR SUPPLIES

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

3.12 TIME OF DELIVERY

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

The Participants may use different delivery and times:

- a) Pre-Season Orders placed before November 15, used in initial stocking for upcoming season,
- b) Non-emergency seasonal orders placed after November 15 (during the snow season) for restocking of supplies,
- c) Emergency orders placed in case of unexpected depletion of supplies,
- d) Pick up at Contractor's facility by the individual Participant's staff, or by hired private trucking company.

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. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. tonnage, gallons). Any invoices received with incorrect units of measure may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.

3.15 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

3.16 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.

3.17 GENERAL GUARANTY AND WARRANTY

3.17.1 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.

3.18 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 a reasonable opportunity to inspect said

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

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

### 3.20 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

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

### 3.21 NOTICE AND SERVICE THEREOF

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

### 3.22 TERMINATION OF CONTRACT

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

#### 3.21.1 TERMINATION FOR CONVENIENCE

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

#### 3.21.2 TERMINATION FOR CAUSE

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

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

3.22 LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. For any dispute that may arise out of this Contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the ordering agency is located.

\*\*\*End of Section 3.0\*\*\*

**4.0 SPECIFICATIONS and DELIVERY REQUIREMENTS:**

All materials provided must be protected during transit by waterproof cover, as required by weather conditions. All Participants require a twenty-four (24) hour notice prior to all deliveries.

- 4.1 Straight salt - must meet ASTM D 632-12 Standard Specification for Sodium Chloride. *Annual Book of ASTM Standards* Vols. 04.03.
- 4.2 Treated rock salt - ClearLane® enhanced de-icer, SnowSlicer or approved alternate.
- 4.3 Magnesium chloride, liquid
- 4.4 Ice Ban®

Agency:	Contact:	Ship To:	Product:	Truck delivery requirement:
Jackson County, Mo.	Trevor Howell	Jackson County Public Works 1201 S.W. Quarry Road. Blue Springs MO 64015	Salt	End dump
Johnson County, Ks. Road & Bridge	Wes Root	Road & Bridge – Public Works 1800 W. Old 56 Hwy., Olathe, Kan., 66061	Ice Ban	N/A
Liberty Hospital	Robert Davis	2525 Glenn Hendren Liberty MO 64068	SnowSlicer	End dump
North Kansas City, Mo.	Duane Marusarz	Street Department 1229 Gentry 64116	Salt	Hopper bottom or End dump
Parkville, Mo.	Richard Wilson	Street Maintenance Building #1 9300 NW 45 Hwy 64152  Street Maintenance Building #2 7101 NW Hampton Rd 64152	Salt	End dump (both locations)
Platte City, Mo.	Kenny Kellison	Public Works 108 Paxton 64079	Salt	End dump
			Magnesium Chloride	N/A
Riverside, Mo.	Tom Woodell	4200 NW Riverside 64150	Salt and Magnesium Chloride	End dump
Smithville, Mo.	Allan Jensen	#2 Helvey Park Dr. 64089	Salt	End dump
University Health - HSD	Augustin Sylvester	Downtown: 2301 Holmes St. Kansas City MO 64108  Lakewood: 7900 Lee’s Summit Rd. Kansas City MO 64139	Salt	End dump (both locations)
Weston, Mo.	Eric Mosier	725 Market St. Weston, MO. 64098	SnowSlicer	End dump

Additional participants and quantities may be changed under addendum. Bidders are responsible for confirming if any addendums were issued by contacting KCRPC Program Coordinator or visit [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com).

\*\*\*End of Section 4.0\*\*\*



5.0 **PRICING and SUBMITTAL SECTION** - Bidders must complete this section and appendices, in their entirety and return. All pricing quoted shall include delivery and administrative fees. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail.

Total bid (Carried over from Appendix A): 421,007.50 <sup>58.07</sup> TON

5.1 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	Laura Miller	Reece Polich	Nanci Granviegann
Title:	Procurement Officer	Procurement Officer	Procurement Officer
Company	KDOT	KDOT	MDOT
Address - City/State	900 SW Jackson <sup>TORONTO, KS</sup>	800 Lincolnway <sup>June, IA</sup>	830 MDOT RR <sup>Jeff 65109</sup> City, MO
Phone number:	785-296-2376	515-239-1572	573-522-4406
Services Provided:	Road Salt	Road Salt	Road Salt
Date services provided:	July - May	July - May	July - May

5.2 KEY PERSONNEL: List staff members that will be responsible for all work performed under this contract: (attach separate sheet if necessary). Identify the key individuals who will administer this contract. Describe the level of experience and credentials of the individuals assigned to this project.

Name	Qualifications	Training	Experience
a. Joe Bingham	owner		30+ years
b.			
c.			

5.3 SUBCONTRACTORS: Bidders must include information and references for any subcontractors to be utilized under this work. If no subcontractors will be used, state "N/A" or "none".

Company Name/Address:	Work to be performed:	References: Company name	Contact Name & Phone No.
N/A			

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

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

5.5 BIDDER'S CHECKLIST: IMPORTANT - DO NOT FAX BID OR ANY ADDENDUMS

- 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 or www.demandstar.com .
- Complete and submit Section 5.0 Pricing and Appendices in their entirety by electronic mail in PDF and Excel format.

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

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

Or

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

<u>Hutchinson Salt CO</u> Bidder's (Company) Name	<u>620.856-3332 x206</u> Phone No
By: <u>[Signature]</u> Signature of Authorized Agent	<u>620.856-3663</u> Fax No
<u>Vice President</u> Title	<u>5-16-24</u> Date
<u>136 West 12th St</u> Address	<u>Joe.bingham@Hutchsalt.com</u> E-Mail Address
<u>Baxter Springs, KS 66713</u> City/State/Zip	<u>48-1085719</u> Tax ID No.

MARC/KCRPC

BID 112 - SALT & DEICERS

OPENS : MAY 17, 2024 1PM CST

APPENDIX A



BIDDER: Hutchinson Salt Co

Item #	Description	Total Est. Qty.	Unit Price	Total Price
1	Salt, straight	Ton	58.07	\$ 421,007.50.
	Jackson County	4,000		
	North Kansas City	500		
	Parkville	400		
	Platte City	150		
	Riverside	1,500		
	Smithville	350		
	University Health - HSD KC	100		
	University Health - Truman Medical Center/Lakewood	250		

2	ClearLane® enhanced de-icer, SnowSlicer or approved alternate	Ton		\$ -
	Liberty Hospital	175	State brand/product bidding:	
	Weston	120		

4	IceBan®	Gallon		\$ -
	Johnson County, Ks. Road & Bridge	9,000	State brand/product bidding:	

5	Magnesium Chloride Liquid (FreezGuard Cl+ Magnesium Chloride Liquid w/Corrosion inhibitor) or approved alternate	Gallon		\$ -
	Platte City	2,500	State brand/product bidding:	
	Riverside	2,500		

TOTAL BID (Carry total to Section 5.0): \$ 421,007.50

State minimum delivery requirements, if any: 25 TONS

Payment Terms are Net 30 for all orders. Early payment discount offered? Yes or  No  If yes, state discount \_\_\_\_\_%, Net 30 Days

Do you offer an "off shelf" discount for similar products within scope of work? if yes, attach a price sheet for other products available. This pricing will not be used in the evaluation process. Yes or  No  If yes, state discount \_\_\_\_\_%

State maximum percentage participants can order over their estimated tonnage, if applicable: 20 %  
51-100 \$ 84.00 /mile  
101-150 \$ 84.00 /mile  
151-200 \$ 84.00 /mile

State delivery rate, per mile, for deliveries outside the greater metropolitan 50-mile radius: (Delivery rate does not apply to the listed Participants.)

Delivery time for pre-season orders (before Nov. 15): 5-7 Days (business)

Delivery time for non-emergency seasonal orders (after Nov 15): 5-7 Days (business)

Delivery time for emergency orders (after receipt of order): 5-7 Days (business)

Pick up at bidder's location, after receipt of order: 1 Days (business)

State average ton load capacity of bidder's trucks: 25 Tons per Truck

State location of bidder's facility: 3300 Carey Blvd, Hutchinson, KS

State hours of facility operations: 6:00 AM - 10:00 PM M-F

State location of salt production facility: 3300 Carey Blvd, Hutchinson, KS

Does your company provide online ordering ability? Yes or  No

Does your company accept government procurement cards (i.e. Mastercard, Visa)? If yes, provide web address: Yes or  No

Processing charges added for procurement cards? Yes, state \_\_\_\_\_% No

**Appendix B  
MARC/KCRPC Bid # 112**

**COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS (NON-PARTICIPANTS)**

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

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

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

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

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

Agree: \_\_\_\_\_ Decline:   X  

Authorized Representative: Joe Bingham  
Title: Vice President  
Signature: *[Handwritten Signature]*  
Date: 5-16-24

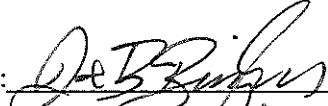
**Appendix C – Ordering, Remittance Contacts  
MARC/KCRPC Bid #112**

<b>Ordering:</b>	
Contact Person:	Joe Bingham
Phone:	620-856-3332 x206
Fax:	620-856-3663
Email:	Joe.bingham@hutchsalt.com
Street:	136 West 12th
City, State, Zip	Baxter Springs, KS 66713
<b>Remittance:</b>	Hutchison Salt Co
Contact Person:	Joe Bingham
Phone:	620-856-3332 x206
Email:	Joe.bingham@hutchsalt.com
Street:	136 West 12th
City, State, Zip	Baxter Springs, KS 66713
<b>Customer service:</b>	
Contact Person:	Joe Bingham
Phone:	620-856-3332 x206
Email:	Joe.bingham@hutchsalt.com
<b>Company principal contact:</b>	
Contact Person:	Joe Bingham
Phone:	620-856-3332 x206
Fax:	620-856-3663
Email:	Joe.bingham@hutchsalt.com

APPENDIX D  
MARC/KCRPC  
Bid #112

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): Joe B Bingham  
Title: Vice President  
Date: 5-16-24

APPENDIX E  
MARC/KCRPC Bid # 112

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF Cherokee )

Rusty Bingham of the City of Baxter Springs  
(Name of Individual)

\_\_\_\_\_, County of Cherokee State of KANSAS

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

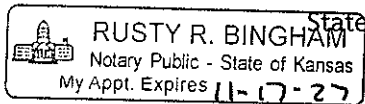
1. That I am the Vice President (Title) of Hutchinson Salt Co (Firm Name) and have been authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly in what Bidder is offering to sell to 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.

By: Hutchinson Salt Co (Firm Name)  
Joe Bingham (Signature)  
Joe B. Bingham (Printed Name)  
Vice President (Title)

Mailing Address 136 West 12th, Baxter Springs, KS 66713  
 Phone 620-856-3332 FAX 620-856-3663  
 E-mail Address: Joe.bingham@hutchsalt.com

Subscribed and sworn to before me this 16<sup>th</sup> day of May, 2008-2024

Rusty Bingham  
NOTARY PUBLIC in and for the County of Cherokee



(SEAL)

State of KANSAS

My commission expires: 11-17-27



**APPENDIX F**  
**MARC/KCRPC Bid # 112**  
**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

N/A

Business Information

\_\_\_\_\_  
Print Name of Service-Disabled Veteran

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

5/27/10

**APPENDIX G  
MARC/KCRPC Bid # 112**

**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

(Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: 5-16-24

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:	KANSAS
FOR OTHERS:	
State of domicile:	
FOR ALL BIDDERS: List address of Missouri offices or places of business:	
N/A	

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

COMPANY/FIRM NAME:	Hutchinson Salt CO
ADDRESS:	136 West 12th
CITY, STATE, ZIP:	Baxter Springs, MO 66713
BY (SIGNATURE):	Joe B. Bingham
BY (PRINT NAME):	Joe B. Bingham
FEDERAL TAX I.D. NUMBER, or use Social Security number:	48-1085719

5/27/10

**AFFIDAVIT**

STATE OF KANSAS )  
 ) SS.  
COUNTY OF Cherokee )

Rusty Bingham of the city of Baxter Springs  
County of Cherokee State of KANSAS being duly sworn on her or his oath, deposes and says;

1. That I am the \_\_\_\_\_ (Title of Affiant) of \_\_\_\_\_ (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. 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 the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Joe B Bingham (Name of Bidder)  
By: [Signature] (Signature of Affiant)  
Vice Pres. dot (Title of Affiant)

Subscribed and sworn to before me this 16<sup>th</sup> day of may, 2024

[Signature] Rusty Bingham

NOTARY PUBLIC in and for the County of Cherokee (SEAL)  
State of KANSAS

My Commission Expires: 11-17-27

