

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

**Version 6/10/19**

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20249

Sponsor(s): Ronald E. Finley

Date: September 9, 2019

AUG 23 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Nine Month Term and Supply Contract with Four Twelve Month Options to Extend for the furnishing of Salt for use by the Road and Bridge Division of Public Works to Central Salt of Lyons, KS under the terms and conditions of Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) contract number 87, an existing competitively bid contract.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td style="text-align: right;">\$</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:                  Department: Public Works Estimated Use: \$200,000</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	\$
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):                  Prior resolutions and (date): 18552 (June 2014)</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Katie Bartle, Senior Buyer, 816-881-3465</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The Road and Bridge Division of Public Works requires a term and supply contract for Salt to treat roads in severe weather conditions. The Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) issued Bid No 87 to address the regional requirement for salt and deicer, including usage for Jackson County, Missouri.</p> <p>The Road and Bridge Division of Public Works recommends Central Salt of Lyons, Kansas be awarded the Jackson County, Missouri term and supply contract as the only bidder for Straight Salt. Straight Salt will be purchased for \$71.02/ton with this contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing department recommends a Nine Month Term and Supply Contract with Four Twelve Month Options to Extend for the furnishing of Salt for use by the Road and Bridge Division of Public Works to Central Salt of Lyons, KS under the terms and conditions of Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) contract number 87, an existing competitively bid contract.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	N/A
ATTACHMENTS	Recommendation Memo from Road and Bridge Division of Public Works. Pertinent pages of MARC/KCRPC contract.	
REVIEW	Department Director:	Date: 8-22-19
	Finance (Budget Approval): <i>If applicable</i>	Date: 8/26/19
	Division Manager:	Date: 8-26-19
	County Counselor's Office:	Date: 8/29/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Jackson County  
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160  
Grain Valley, Missouri 64029  
(816) 847-7050 *phone*  
(816) 847-7051 *fax*

MEMORANDUM

TO: Katie Bartle, Senior Buyer, Finance and Purchasing Department

FROM: James Evans

DATE: July 31, 2019


SUBJECT: Recommendation for Vendor: Central Salt

Please consider Central Salt as a term and supply vendor to provide straight salt for roads for the County Road & Bridge division. Central Salt is the only one that bid on straight salt that we would be purchasing for the roads during the winter season.

It is estimated that the County could spend approximately \$200,000.00 annually.

For the reasons above, it has been requested that Central Salt be awarded the term and supply contract for MARC/KCPRC Bid No. 87.

Signature

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to be "James Evans".



YEARLY CONTRACT for SALT & DEICER  
MARC/KCRPC Bid NO. 87

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Central Salt, LLC, hereinafter referred to as "Contractor" is effective this 1<sup>st</sup> day of June, 2019.

WITNESSETH:

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

- Item 1 straight road salt at \$71.02/ton delivered
- Item 2 Snowslicer deicer at \$82.01/ton delivered

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 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.

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 month to Participants. 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 against any and all purchase orders issued against this contract. The report shall be compiled and submitted to Program Coordinator by electronic mail. Copies of invoices may be submitted electronically, in lieu of a composite report.

**2. CONTRACT TIME**

Contract is effective from June 1, 2019 to May 31, 2020 with the option to renew in writing for four (4) one-year renewal periods.

**3. INVOICES**

Invoices for orders placed by MARC 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.

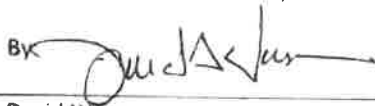
7. COMPLIANT WITH APPLICABLE LAWS

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

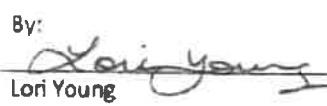
8. NOTICES

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: 

Lori Young  
Customer Service Supervisor  
Central Salt, LLC  
1420 State Highway 14  
Lyons, Kan., 67554  
P. 620-257-5626 x 505 F 620-257 5052  
Email: [lyoung@centralsalt.com](mailto:lyoung@centralsalt.com)

Date: 6/7/19

Date: 5-31-19

Distribution:

Originals (2): Contractor MARC/KCRPC Program Coordinator

Staff Contact:

Rita Parker, KCRPC Program Coordinator P: 816-246-5083 (F 816-421-7758) Email: [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)

Attachment: Pricing

BID/CONTRACT # 87 SALT & DEICERS  
 Effective 6/1/19 to 5/31/20  
 (With four one-year renewal options)



		CENTRAL SALT LLC			
Item #	Description	Unit	Est Qty.	Unit Price	Total Price
1	Salt, straight	Ton	11,775	71.02 \$	836,260.50
	Belton	1,500			
	Edwardsville	250			
	Jackson County	4,000			
	Lee's Summit	5,000			
	North Kansas City	500			
	Platte City	150			
	Truman Medical Center	375			
2	ClearLane® enhanced de-icer, or approved alternate	Ton	1000	82.01 \$	82,010.00
	Lee's Summit	500			
	Liberty Hospital	250			
	Olathe	250			
<b>TOTAL AWARD</b>				<b>\$</b>	<b>918,270.50</b>
				25 Tons	
				Net 30, no discount:	
				No	
				20%	
MINIMUM DELIVERY, IF ANY					
PAYMENT, NET 30, DISCOUNTS?					
OFF SHELF DISCOUNT?					
MAXIMUM PERCENTAGE ALLOWED OVER ESTIMATED TONNAGE					
DELIVERY RATE OUTSIDE 50 MILE RADIUS OF METRO		51-100	miles	\$ 3.50	Per mile
		101-150	miles	\$ 4.00	Per mile
		151-200	miles	\$ 4.50	Per mile
DELIVERY TIME PRE-SEASON (BEFORE NOV 15)				10	Business Days
DELIVERY TIME PRE-SEASON, NON EMERGENCY (AFTER NOV 15)				10 to 15	Business Days
DELIVERY TIME EMERGENCY				10	Business Days
PICK UP AT LOCATION				N/A	Business Days
AVERAGE TON LOAD OF TRUCKS		25 Tons			
FACILITY LOCATION		1420 State Highway 14, Lyons, Kan , 67554			
OPERATION HOURS		6:00 a.m. to 10 p.m. Mon-Fri			
FACILITY SALT PRODUCTION		1420 State Highway 14, Lyons, Kan , 67554			
ONLINE ORDERING AVAILABLE		No			
PROCUREMENT CARDS ACCEPTED		No			
COOPERATIVE PURCHASING ALLOWED?		No			
APPENDIX A - BIDDER WARRANTIES		Yes			
APPENDIX B - AUTH & NONCOLLUSION		Yes			
APPENDIX C - MO DAV PREFERENCE		"N/A"			
APPENDIX D - MO PRODUCT PREFERENCE		"N/A"			
APPENDIX E - JACKSON CO COMPLIANCE FORM		Yes			
APPENDIX F - JACKSON CO AFFIDAVIT		Yes			