

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18552
 Sponsor(s): Bob Spence
 Date: June 23, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend, for the furnishing of Bulk Salt and Treated Salt for the Road and Bridge Division of the Public Works Department to Central Salt, LLC of Elgin, IL; under the Terms and Conditions of the MARC (Mid-America Regional Council) Contract No. 37, an existing government contract.</u></p>										
<p>BUDGET INFORMATION <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 style="text-align: right;">\$</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; 004-1506-57450 Road & Bridge, Road Maintenance, Salt & Sand</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>OTHER FINANCIAL INFORMATION:</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: Road & Bridge Division of Public Works Estimated Use: \$200,158.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$300,000.00 Prior Year Actual Amount Spent (if applicable): \$299,282.20</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; 004-1506-57450 Road & Bridge, Road Maintenance, Salt & Sand	\$
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 16984, August 10, 2009</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>The Road & Bridge Division of the Public Works Department requires a Term and Supply Contract for Bulk Salt and Treated Salt for departmental operations.</p> <p>RECOMMENDED VENDOR: Central Salt, LLC – Elgin, IL CONTRACT NUMBER: MARC 37</p> <p>Pursuant to Section 1030.04 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twelve Month Term and Supply Contract with Four Twelve Month Options to Extend, for the furnishing of Bulk Salt and Treated Salt for the Road & Bridge Division of the Public Works Department to Central Salt LLC of Elgin, IL; under the Terms and Conditions of the MARC (Mid-America Regional Council) Contract No. 37, an existing government contract.</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>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	MARC Contract No. 37 and Memorandum from Public Works Department	
REVIEW	Department Director: <i>Earl Newill</i>	Date: <i>6-16-14</i>
	Finance (Budget Approval): <i>If applicable Deborah S. Ball</i>	Date: <i>6-17-14</i>
	Division Manager: <i>[Signature]</i>	Date: <i>6/17/14</i>
	County Counselor's Office:	Date:

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: Anessa Culbertson, Senior Buyer
FROM: Caroline Deihl, Public Works - Road Maintenance
DATE: May 28, 2014
SUBJECT: Salt & Deicer- Bid No. 66

Anessa, We have evaluated the above referenced bid for Salt & Deicer. We recommend the bid be awarded to Central Salt. We will purchase approximately 2900 tons which comes to \$200,158.00 out of account 004-1506-57450.



**YEARLY CONTRACT for SALT & DEICER
MARC/KCRPC Bid NO. 66**

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Central Salt, L.L.C., hereinafter referred to as "Contractor" is effective this 16th day of May, 2014.

WITNESSETH:

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

- Item 1 straight road salt at \$69.02/ton delivered
- Item 2 Snowslicer (deicer) at \$80.09/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 will be extended to Non-Participants until December 1, 2014. Any Non-Participants expressing interest in using the contract will be mutually agreed upon by issuance of contract modification.

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% Administrative Fee to MARC/KCRPC, based on gross sales for each month to Participants and Non-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 electronically. Copies of invoices may be submitted electronically, in lieu of a composite report.

2. CONTRACT TIME

Contract is effective from May 16, 2014 to May 15, 2015 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 or Non-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 or Non-Participant. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement with respect to such invoice without losing discount privileges until such delay, error or omission has been remedied.

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.

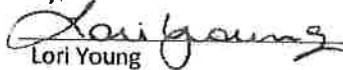
IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:



David Wagon
Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, MO, 64105-1659

By:



Lori Young
Customer Service Supervisor
Central Salt, L.L.C.
385 Airport Road Suite 108
Elgin, IL, 60123
P. 620-257-5626 or 847-608-8130
F. 620-257-5052 or 847-608-8135
Email: lyoung@centralsalt.com and
centralsalt@centralsalt.com

Date:

5/29/14

Date:

May 13, 2014

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

