



**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/  
KANSAS CITY, KANSAS**

**CONTRACT**

**BID # B41032**

**"Ice Control Salt for the Public Works Department"**

**THIS AGREEMENT**, made and entered into this 8th day of August, 2024, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, acting through its proper officers as party of the first part, termed in this agreement as the "UNIFIED GOVERNMENT" and CENTRAL SALT, LLC party of the second part, termed in this agreement as the "CONTRACTOR".

**WHEREAS**, the Unified Government advertised for bids and the Contractor submitted a bid; and the said Contractor agrees to furnish and deliver to the said Unified Government "ICE CONTROL SALT", as per specifications, for the PUBLIC WORKS DEPARTMENT of the Unified Government of Wyandotte County/Kansas City, Kansas according to the Notice to Bidders of the Unified Government and the Proposal of the Contractor, hereto attached, all of which are made a part of this contract and,

**WHEREAS**, the said Contractor, in open competition has presented the most satisfactory tender for furnishing the said, "ICE CONTROL SALT", as per specifications, and the Unified Government has accepted the said tender, and

**IT IS THEREFORE**, agreed in consideration of the mutual promises herein contained as follows:

The term "**Contract Documents**" shall mean, and shall include the following in order of precedence and are by reference made a part of this contract:

- a) **Contract**
- b) **Exhibit A, General Contractual Provisions**
- c) **Unified Government's Original Specifications (Bid #B41032, Appendix A)**
- d) **Contractor's Bid (Appendix B)**

That the Contractor, in accordance with the condition hereof and in consideration of certain payments to him made and in a manner herein specified, agrees with the Unified Government that it will furnish and deliver to the Unified Government of Wyandotte County/Kansas City, Kansas PUBLIC WORKS DEPARTMENT the said "ICE CONTROL SALT", as per specifications, Appendix A, by reference made a part of this contract, and the said Unified Government agrees to accept the "ICE CONTROL SALT", as herein outlined and to pay to the said Contractor in full and complete payment, therefore, the total sum of **\$60.01 per Ton** the total net bid.

**Contract Term and Adjustments:**

Prices bid shall remain fixed and firm based upon the original bid for the first twelve (12) month period of the contract. Option years 2, 3, 4 & 5 will be subject to adjustment by mutual agreement by both parties on a fixed price adjustment before commencement of any contract extension. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-303 (Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code.

The Unified Government reserves the right to renew the contract provided that a price adjustment deemed to be fair and reasonable to both parties can be mutually agreed upon. The contracting Officer shall give written notice of intent to renew to the contractor at least thirty (30) days before this contract is to expire. Contract term is for one (1) year from the date of execution of this contract. The contract may be extended yearly with a maximum of four (4) one (1) year extensions.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.


Contract

-2-


BID # B41032, "Ice Control Salt for the Public Works Department"

*The parties have agreed to the terms and conditions on the date indicated.*

UNIFIED GOVERNMENT OF  
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

  
\_\_\_\_\_  
David Johnston, County Administrator

CONTRACTOR:

  
\_\_\_\_\_  
Central Salt, LLC  
  
\_\_\_\_\_  
Customer Service Supervisor  
Title

*Mandatory General Contractual Provisions*

**EXHIBIT A**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,  
GENERAL CONTRACTUAL PROVISIONS**

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provisions in any other document relating to and a part of the Agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Authority To Contract.** Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
5. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
6. **Assignment.** Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
7. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

***Mandatory General Contractual Provisions***

8. ***Payment of Taxes.*** The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.
9. ***Licenses and Permits.*** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
10. ***Independent Contractor Relation.*** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.
11. ***Discrimination in Delivery of Services Prohibited.*** During the performance of this Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
12. ***Equal Opportunity and Affirmative Action.***
  - a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
  - b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

***Mandatory General Contractual Provisions***

- c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

**13. Representations.**

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.

*Mandatory General Contractual Provisions*

- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
14. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
15. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
16. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
17. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.
18. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such

### ***Mandatory General Contractual Provisions***

officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

19. ***Termination for Convenience.*** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be

***Mandatory General Contractual Provisions***

allowed.

20. ***Disputes.*** All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

21. ***Ownership of Materials.*** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.
22. ***Availability of Records and Audit.*** The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his

***Mandatory General Contractual Provisions***

records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

23. ***No Limit of Liability.*** Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

24. ***Indemnification.*** Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

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Central Salt, LLC agrees with these terms and conditions listed above.

By: 

August 8, 2024  
Date

Title: Customer Service Supervisor

# Department of Procurement & Contract Compliance



**BID #41032**  
**Ice Control Salt for Public Works**



**Unified Government Of Wyandotte County/Kansas City, Kansas**  
**MINIMUM SPECIFICATIONS AND REQUIREMENTS**  
**BID #41032**  
**Ice Control Salt for Public Works**

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

**1.0 General Conditions and Requirements:**

- 1.1 All bids shall be submitted in ONE ORIGINAL AND ONE COPY and shall be signed by authorized personnel.

The proposal, bid, and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.

- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.

- 1.3 Each bid shall be submitted in a sealed envelope, and shall be addressed as follows: **Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Clerk no later than 8:45 a.m. Wednesday, July 24, 2024. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.**

- 1.4 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in section 29-153 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, as provided in section 29-178 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.

- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any**

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### **deviations from these specifications.**

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the bidder shall be rejected as non-responsive unless the Unified Government identifies conditions in the bid specifications.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Any questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to [thouchins@wycokck.org](mailto:thouchins@wycokck.org). All questions must be received no later than **11:00 A.M. July 11, 2024**.
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.

The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Unified Government. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

### **2.0 Occupational Taxes and Contract Award:**

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas Business License Division at (913) 573-8780.**
- 2.3 Breach of this covenant may be regarded as a material breach of contract.

### **3.0 Approved Equivalents:**

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein, is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s), and is not intended to limit or restrict competition.

### **4.0 Cooperative Purchasing:**

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- 4.1 The bidder agrees to provide products and/or services to any municipality, county, state, governmental public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.
- 4.2 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.
- 4.3 All sales to other jurisdictions 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 jurisdiction.
- 4.4 Administrative Procurement Officer:

Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.

- 4.5 Principal Procurement Officer:

The principal procurement officer is responsible for handling the solicitation and awarding the contract. The principal procurement officer is Teresa Houchins, Department of Procurement & Contract Compliance, Unified Government of Wyandotte County/Kansas City, Kansas.

### 5.0 Required Standard Contractual Terms and Conditions:

The following terms and conditions must be agreed to by the successful Bidder and are hereby made a part of the contract entered into between the Unified Government and the successful Bidder, unless specifically modified in writing:

#### Controlling Provisions:

The terms of these contractual provisions prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.

#### Governing Law:

This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### Cash Basis Law:

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or b) funds made available from any lawfully operated revenue producing source.

### Disclaimer of Liability:

The Unified Government shall not hold harmless nor indemnify the Contractor for any liability whatsoever.

### Anti-Discrimination Requirements:

During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- b. Written notice of award shall be sent to the successful bidder. The successful bidder shall, within ten (10) days from the date of receipt of the notice of award, come into compliance with Article XI of the Unified Government Procurement Code regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 through 18-139 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.

Contact Sharon Reed of the Contract Compliance Department located on the 6<sup>th</sup> Floor of the Municipal Office Building, at 913-573-5465 or [sreed@wycokck.org](mailto:sreed@wycokck.org) for more information.

- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor shall fail, refuse, or neglect to comply with the terms of these provisions, such

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility

- g. The Contractor shall assure that it is in compliance and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.*), and amendments thereto; Article XI of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-137 through 18-139 of the Unified Government Code of Ordinances, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.
- h. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- i. The Contractor will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

### **Termination for Default:**

- a. If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires,

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the Agreement requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more

of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
  - (1) If the Contractor is adjudged bankrupt or insolvent;
  - (2) If the Contractor makes a general assignment for the benefit of its creditors;
  - (3) If a trustee or receiver is appointed for the Contractor;
  - (4) If the Contractor files a petition to reorganize under bankruptcy or applicable laws;
  - (5) If the Contractor repeatedly fails to supply services required under the Agreement;
  - (6) If the Contractor disregards the authority of the Procurement Officer.

Acts other than those specified may constitute substantial breach of this Agreement.

### **Termination for Convenience:**

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
  - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

### Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

### Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Unified Government Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in section 29-635 (Gratuities and Kickbacks) of the Unified Government Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

### **Interest Payable on Claims:**

Pursuant to section 29-480 (Interest) of the Unified Government Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

### **Payment of Taxes:**

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

### **Representative's Authority to Contract:**

The person signing this Agreement is duly authorized by the Contractor to execute the documents on behalf of the Contractor and to bind the Contractor.

### **Modification of Agreement:**

This Agreement may be modified or amended only in writing executed by both parties.

### **Independent Contractor Relation:**

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons.

The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Contractor shall hold the Unified Government harmless with respect thereto.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the term of the Agreement any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of the termination of the Agreement or until all audit questions have been resolved, whichever period of time is longer.

### Assignment:

Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

If Contractor's ownership is converted into, merges or consolidates with, or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Unified Government of such conversion, merger, consolidation, sale, or transfer and shall become the Contractor hereunder only if the Unified Government specifically so consents in writing. Contractor agrees to notify the Unified Government of any changes in the membership of the general partners of the Contractor within a reasonable time after such change.

### No Limit of Liability:

Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

### Tax Clearance for City and Local Governments:

The local governments of Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's tax laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the tax laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the tax laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the tax laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments, dated not more than ninety (90) days from the date of submission.

### Payment Options:

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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A virtual payment option is now available. If you would like to learn more about this payment option, Contact Lonia Green, Accounts Payable, 913-573-5138

### **Indemnification:**

Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City,

### **Ownership of Materials:**

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

## **6.0 Insurance Requirements:**

The Contractor must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The Contractor shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are cancelled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker's Compensation Applicable State	Statutory
General Liability Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

1. Additional Insured shall read exactly as follows:

"The Unified Government of Wyandotte County and Kansas City, Kansas shall be named as

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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additional insured with respect to the work performed for this contract: (Bid #B41032, Ice Control Salt for Public Works).”

2. Cancellation Clause shall read exactly as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days’ prior written notice to the certificate holder.

3. Certificate Holder:

Provide “B41032, Ice Control Salt for Public Works” in the comments area of certificate. Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

### 7.0 Minimum Bid Specifications:

The Unified Government of Wyandotte County/Kansas City, Kansas Public Works Department/Street Maintenance Division is interested in receiving bids for ice control salt.

The successful contractor shall be required to enter into a written contract with the Unified Government in a form provided by the Unified Government which contains all of the terms and conditions in full force and effect until the Unified Government accepts and pays for the full estimated amount of up to fifteen thousand (15,000) tons of Ice Control Salt.

The contractor must supply references, if requested, which may be used in the evaluation of the bids.

### 7.1 Quantity:

For the purpose of this bid, it is estimated that the total ice control salt usage will be up to fifteen thousand (15,000) tons. **The Public Works Department requires that up to five thousand (5,000) tons of Ice Control Salt be delivered to Public Works Facilities located in Wyandotte County, as directed , by DATE (unless directed otherwise, see below).** Failure to do so may result in the termination of this contract.

If directed the successful contractor will delay delivery of some quantities of the Ice Control Salt to the Public Works Department due to the following factors including but not limited to, mild weather conditions this winter or insufficient storage at the Street Maintenance Divisions sites. Any of these factors may cause the Public Works Department to delay delivery of any or all quantities of Ice Control Salt.

**The total quantity of Ice Control Salt is the estimated winter requirement for the Unified Government, and may be increased or decreased, depending upon the amounts ultimately required. The Unified Government designates an estimated minimum of up to 15,000 tons of Ice Control Salt to be purchased pursuant to this contract.**

### 7.2 Salt Specifications:

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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All salt is to be medium rock salt with not less than one-half (1/2) pound per ton of Yellow Prussiate of Soda (or Equivalent) anti-caking agent.

Salt is to be a minimum of ninety percent (90%) pure rock salt and must be of sufficient quality to be used immediately. It must conform to all other applicable specifications as contained in the Kansas Highway Department's Standards for Road and Bridge Construction.

The Unified Government reserves the right to reject any load due to non-conformance with these specifications.

### **7.3 Payment Procedures:**

The successful contractor shall provide the Unified Government with delivery tickets which clearly state the quantities of material delivered to each location designated by the Unified Government. The Unified Government shall process payment to the successful bidder for those quantities ordered, delivered, and accepted at the price per ton as stated on the Bid Form.

### **7.4 Delivery:**

The Public Works Department through its Street Maintenance Division will specify the date, time and location of the delivery at the time EACH order is placed. Deliveries are to be made during normal street maintenance work hours (7:30am – 4:00pm) Monday thru Friday. Changes in the time OR location of deliveries must be approved in advance by mutual agreement.

Final acceptance will be subject to the inspection and approval of the Unified Government.

### **7.5 Liquidated Damages:**

Failure to complete delivery of an order by the contractor within 3 – 5 working days shall result in a .10/ton charge per calendar days of delay. In the event of a complete failure to deliver, the Unified Government shall purchase said material on the open market. Any additional cost incurred shall/may be collected from the contractor.

### **8.0 Unit and Total Cost Calculations:**

List of the cost of the Ice Control Salt as specified above. The cost listed includes the price of material delivered to various Street Maintenance Division Facilities with all cost included in the per ton price.

### **9.0 Agreement Term and Adjustments:**

- Prices bid shall remain fixed and firm based upon the original proposal for the first year of the contract.
- The Unified Government reserves the right to renew the Agreement by the procurement officer giving written notice of renewal to the contractor at least fifteen (15) days before this Agreement is to expire. Agreement term is for one (1) year from date of execution. The Agreement may be extended four (4) one (1) year extensions.
- A one-time economic adjustment shall be allowed for each one-year extension to the Agreement after the initial one-year contract period. This economic adjustment may not exceed the Consumer Price Index (CPI) for the previous twelve-month period.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### 9.0 **Bid Deadlines and Delivery Instructions:**

- Sealed bids must be addressed and delivered to: **Bid #41032, Ice Control Salt for Public Works**, Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, **Room 323**, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 **NO LATER THAN 8:45 a.m., Wednesday, July 24, 2024.**

It is the offeror's responsibility to ensure **bids** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late bid** submissions. Offerors shall be responsible for actual delivery of the response to the appropriate office identified in the document.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### Bid Price Sheet

The cost listed below includes the price of material delivered to various Street Maintenance Division Facilities with all costs included in the per ton price.

**Unit Cost Per Ton:**

**Total Net Bid:**

\$ \_\_\_\_\_ x 15,000 Tons = \$ \_\_\_\_\_

No bid will be considered unless signed with the autograph of an officer authorized to bind the vendor.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Representative**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Federal Tax ID #**

\_\_\_\_\_  
**E-Mail Address**



**ADDENDUM # 01**

**DATED: 7/11/2024**

**B41032**

**Ice Control Salt for Public Works**

***The Purchasing Division must inform you of the following:***

1. Would you be able to provide the most recent bid tab for road salt?  
***\$64.94 a ton***
2. Please confirm the delivery addresses for the ice control salt. ***Those addresses are: 5033 State Avenue KCKS 66102, 10645 Donahoo Road KCKS 66109, and 2970 S 47<sup>th</sup> Street KCKS 66106.***

**Please sign and date this amendment and return it, along with your Bid.**

NAME/BUSINESS: Central Salt, LLC

ADDRESS: 1420 State Rd 14

MAILING ADDRESS: 1420 State Rd 14

CITY: Lyons STATE: KS ZIP CODE: 67554

PHONE: ( 620 ) 257-5626 EMAIL.: lyoung@centralsalt.com

ATTENTION OF: Lori Young

TITLE: Customer Service Supervisor

SIGNED: 

DATE: July 18, 2024

All questions should be directed to the Purchasing Department at (913)573-5440.

# Department of Procurement & Contract Compliance



**BID #41032**  
**Ice Control Salt for Public Works**



**Unified Government Of Wyandotte County/Kansas City, Kansas**  
**MINIMUM SPECIFICATIONS AND REQUIREMENTS**  
**BID #41032**  
**Ice Control Salt for Public Works**

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

**1.0 General Conditions and Requirements:**

- 1.1 All bids shall be submitted in ONE ORIGINAL AND ONE COPY and shall be signed by authorized personnel.

The proposal, bid, and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.

- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.

- 1.3 Each bid shall be submitted in a sealed envelope, and shall be addressed as follows: **Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Clerk no later than 8:45 a.m. Wednesday, July 24, 2024. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.**

- 1.4 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in section 29-153 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.

- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, as provided in section 29-178 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.

- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any**

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### **deviations from these specifications.**

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the bidder shall be rejected as non-responsive unless the Unified Government identifies conditions in the bid specifications.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Any questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to [thouchins@wycokck.org](mailto:thouchins@wycokck.org). All questions must be received no later than **11:00 A.M. July 11, 2024**.
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.

The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Unified Government. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

### **2.0 Occupational Taxes and Contract Award:**

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas Business License Division at (913) 573-8780.**
- 2.3 Breach of this covenant may be regarded as a material breach of contract.

### **3.0 Approved Equivalents:**

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein, is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s), and is not intended to limit or restrict competition.

### **4.0 Cooperative Purchasing:**

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- 4.1 The bidder agrees to provide products and/or services to any municipality, county, state, governmental public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.
- 4.2 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.
- 4.3 All sales to other jurisdictions 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 jurisdiction.
- 4.4 Administrative Procurement Officer:
- Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
- 4.5 Principal Procurement Officer:
- The principal procurement officer is responsible for handling the solicitation and awarding the contract. The principal procurement officer is Teresa Houchins, Department of Procurement & Contract Compliance, Unified Government of Wyandotte County/Kansas City, Kansas.

### 5.0 Required Standard Contractual Terms and Conditions:

The following terms and conditions must be agreed to by the successful Bidder and are hereby made a part of the contract entered into between the Unified Government and the successful Bidder, unless specifically modified in writing:

#### Controlling Provisions:

The terms of these contractual provisions prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.

#### Governing Law:

This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### Cash Basis Law:

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or b) funds made available from any lawfully operated revenue producing source.

### Disclaimer of Liability:

The Unified Government shall not hold harmless nor indemnify the Contractor for any liability whatsoever.

### Anti-Discrimination Requirements:

During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- b. Written notice of award shall be sent to the successful bidder. The successful bidder shall, within ten (10) days from the date of receipt of the notice of award, come into compliance with Article XI of the Unified Government Procurement Code regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 through 18-139 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.

Contact Sharon Reed of the Contract Compliance Department located on the 6<sup>th</sup> Floor of the Municipal Office Building, at 913-573-5465 or [sreed@wycokck.org](mailto:sreed@wycokck.org) for more information.

- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor shall fail, refuse, or neglect to comply with the terms of these provisions, such

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility

- g. The Contractor shall assure that it is in compliance and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.*), and amendments thereto; Article XI of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-137 through 18-139 of the Unified Government Code of Ordinances, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.
- h. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- i. The Contractor will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

### **Termination for Default:**

- a. If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires,

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the Agreement requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more

of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
  - (1) If the Contractor is adjudged bankrupt or insolvent;
  - (2) If the Contractor makes a general assignment for the benefit of its creditors;
  - (3) If a trustee or receiver is appointed for the Contractor;
  - (4) If the Contractor files a petition to reorganize under bankruptcy or applicable laws;
  - (5) If the Contractor repeatedly fails to supply services required under the Agreement;
  - (6) If the Contractor disregards the authority of the Procurement Officer.

Acts other than those specified may constitute substantial breach of this Agreement.

### **Termination for Convenience:**

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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- (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
  - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

### Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

### Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Unified Government Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in section 29-635 (Gratuities and Kickbacks) of the Unified Government Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

### **Interest Payable on Claims:**

Pursuant to section 29-480 (Interest) of the Unified Government Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

### **Payment of Taxes:**

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

### **Representative's Authority to Contract:**

The person signing this Agreement is duly authorized by the Contractor to execute the documents on behalf of the Contractor and to bind the Contractor.

### **Modification of Agreement:**

This Agreement may be modified or amended only in writing executed by both parties.

### **Independent Contractor Relation:**

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons.

The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Contractor shall hold the Unified Government harmless with respect thereto.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### **Availability of Records and Audit:**

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the term of the Agreement any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of the termination of the Agreement or until all audit questions have been resolved, whichever period of time is longer.

### **Assignment:**

Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

If Contractor's ownership is converted into, merges or consolidates with, or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Unified Government of such conversion, merger, consolidation, sale, or transfer and shall become the Contractor hereunder only if the Unified Government specifically so consents in writing. Contractor agrees to notify the Unified Government of any changes in the membership of the general partners of the Contractor within a reasonable time after such change.

### **No Limit of Liability:**

Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

### **Tax Clearance for City and Local Governments:**

The local governments of Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's tax laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the tax laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the tax laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the tax laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments, dated not more than ninety (60) days from the date of submission.

### **Payment Options:**

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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A virtual payment option is now available. If you would like to learn more about this payment option, Contact Lonia Green, Accounts Payable, 913-573-5138

### Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City,

### Ownership of Materials:

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

### **6.0 Insurance Requirements:**

The Contractor must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Contractor's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The Contractor shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are cancelled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker's Compensation	
Applicable State	Statutory
General Liability	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

1. Additional Insured shall read exactly as follows:

"The Unified Government of Wyandotte County and Kansas City, Kansas shall be named as

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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additional insured with respect to the work performed for this contract: (Bid #B41032, Ice Control Salt for Public Works).”

2. Cancellation Clause shall read exactly as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days’ prior written notice to the certificate holder.

3. Certificate Holder:

Provide “B41032, Ice Control Salt for Public Works” in the comments area of certificate. Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Purchasing Division, 701 N 7<sup>th</sup> Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

### 7.0 Minimum Bid Specifications:

The Unified Government of Wyandotte County/Kansas City, Kansas Public Works Department/Street Maintenance Division is interested in receiving bids for ice control salt.

The successful contractor shall be required to enter into a written contract with the Unified Government in a form provided by the Unified Government which contains all of the terms and conditions in full force and effect until the Unified Government accepts and pays for the full estimated amount of up to fifteen thousand (15,000) tons of Ice Control Salt.

The contractor must supply references, if requested, which may be used in the evaluation of the bids.

### 7.1 Quantity:

For the purpose of this bid, it is estimated that the total ice control salt usage will be up to fifteen thousand (15,000) tons. **The Public Works Department requires that up to five thousand (5,000) tons of Ice Control Salt be delivered to Public Works Facilities located in Wyandotte County, as directed , by DATE (unless directed otherwise, see below).** Failure to do so may result in the termination of this contract.

If directed the successful contractor will delay delivery of some quantities of the Ice Control Salt to the Public Works Department due to the following factors including but not limited to, mild weather conditions this winter or insufficient storage at the Street Maintenance Divisions sites. Any of these factors may cause the Public Works Department to delay delivery of any or all quantities of Ice Control Salt.

**The total quantity of Ice Control Salt is the estimated winter requirement for the Unified Government, and may be increased or decreased, depending upon the amounts ultimately required. The Unified Government designates an estimated minimum of up to 15,000 tons of Ice Control Salt to be purchased pursuant to this contract.**

### 7.2 Salt Specifications:

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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All salt is to be medium rock salt with not less than one-half (1/2) pound per ton of Yellow Prussiate of Soda (or Equivalent) anti-caking agent.

Salt is to be a minimum of ninety percent (90%) pure rock salt and must be of sufficient quality to be used immediately. It must conform to all other applicable specifications as contained in the Kansas Highway Department's Standards for Road and Bridge Construction.

The Unified Government reserves the right to reject any load due to non-conformance with these specifications.

### **7.3 Payment Procedures:**

The successful contractor shall provide the Unified Government with delivery tickets which clearly state the quantities of material delivered to each location designated by the Unified Government. The Unified Government shall process payment to the successful bidder for those quantities ordered, delivered, and accepted at the price per ton as stated on the Bid Form.

### **7.4 Delivery:**

The Public Works Department through its Street Maintenance Division will specify the date, time and location of the delivery at the time EACH order is placed. Deliveries are to be made during normal street maintenance work hours (7:30am – 4:00pm) Monday thru Friday. Changes in the time OR location of deliveries must be approved in advance by mutual agreement.

Final acceptance will be subject to the inspection and approval of the Unified Government.

### **7.5 Liquidated Damages:**

Failure to complete delivery of an order by the contractor within 3 – 5 working days shall result in a .10/ton charge per calendar days of delay. In the event of a complete failure to deliver, the Unified Government shall purchase said material on the open market. Any additional cost incurred shall/may be collected from the contractor.

### **8.0 Unit and Total Cost Calculations:**

List of the cost of the Ice Control Salt as specified above. The cost listed includes the price of material delivered to various Street Maintenance Division Facilities with all cost included in the per ton price.

### **9.0 Agreement Term and Adjustments:**

- Prices bid shall remain fixed and firm based upon the original proposal for the first year of the contract.
- The Unified Government reserves the right to renew the Agreement by the procurement officer giving written notice of renewal to the contractor at least fifteen (15) days before this Agreement is to expire. Agreement term is for one (1) year from date of execution. The Agreement may be extended four (4) one (1) year extensions.
- A one-time economic adjustment shall be allowed for each one-year extension to the Agreement after the initial one-year contract period. This economic adjustment may not exceed the Consumer Price Index (CPI) for the previous twelve-month period.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### 9.0 Bid Deadlines and Delivery Instructions:

- Sealed bids must be addressed and delivered to: **Bid #41032, Ice Control Salt for Public Works, Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday, July 24, 2024.**

It is the offeror's responsibility to ensure **bids** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late bid** submissions. Offerors shall be responsible for actual delivery of the response to the appropriate office identified in the document.

## MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

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### Bid Price Sheet

The cost listed below includes the price of material delivered to various Street Maintenance Division Facilities with all costs included in the per ton price.

**Unit Cost Per Ton:**

**Total Net Bid:**

\$ 60.01 x **15,000 Tons** = \$ 900,150.00

No bid will be considered unless signed with the autograph of an officer authorized to bind the vendor.

Central Salt, LLC  
**Company Name**

Lori Young  
**Authorized Representative**

1420 State Rd 14  
**Mailing Address**

 July 19, 2024  
**Signature** **Date**

Lyons, KS 67554  
**City, State, Zip Code**

Customer Service Supervisor  
**Title**

620-257-5626  
**Phone Number**

620-257-5052  
**Fax Number**

43-1788697  
**Federal Tax ID #**

lyoung@centralsalt.com  
**E-Mail Address**



## DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

### SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - a. The Offeror and/or any of its Principals:
    - i.  Are  Are not  
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - ii.  Have  Have not  
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - iii.  Are  Are not  
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
    - iv.  Have  Have not  
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exist will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Lori Young  
Name (typed)

  
Signature

Customer Service Supervisor  
Title

July 19, 2024  
Date

Central Salt, LLC  
Company

B41032 Ice Control Salt for Public Works  
Project

**For Office Use Only: Bid** \_\_\_\_\_ **RFP** \_\_\_\_\_ **P.O. #** \_\_\_\_\_



**BUSINESS LICENSE DIVISION**

Neighborhood Resource Center  
Unified Government of Wyandotte County/Kansas City, Kansas  
4953 State Ave. Kansas City, Kansas 66102  
p. (913) 573-8780 | f. (913) 573-8622 | www.wycokck.org/businesslicense

**2024  
Occupation Tax**

Mailing Address

CENTRAL SALT, LLC  
1420 STATE RD 14  
LYONS, KS 67554

Date Receipt Issued: 7/30/2024

This certifies that

CENTRAL SALT, LLC  
1420 STATE RD 14  
LYONS, KS 67554

has paid the Unified Government Occupation Tax for the privilege of conducting the business of

**SALT MINER**

in the City of Kansas City, Kansas. The Occupation Tax expires on: **12/31/2024**

The tax paid on 7/30/2024 was \$66.00

License #: **OCC-010340-L**

Jason Haworth  
License Administrator

THE ISSUANCE OF AN OCCUPATION TAX RECEIPT DOES NOT CREATE A PRESUMPTION THAT THE BUSINESS HAS COMPLIED WITH THE UNIFIED GOVERNMENT REGULATORY ORDINANCES.

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN THE PLACE OF BUSINESS.  
NO REFUNDS AVAILABLE.



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2025

DATE (MM/DD/YYYY)

7/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Starr Indemnity &amp; Liability Company</b>		<b>38318</b>
<b>INSURER B : HDI Global Insurance Company</b>		<b>41343</b>
<b>INSURER C :</b> _____		_____
<b>INSURER D :</b> _____		_____
<b>INSURER E :</b> _____		_____
<b>INSURER F :</b> _____		_____


**INSURED** 1492632 BSC Holding, Inc.  
 Lyons Salt Company  
 Central Salt, LLC  
 10955 Lowell Avenue, Suite 500  
 Overland Park KS 66210

**COVERAGES** **CERTIFICATE NUMBER:** 20794333 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	GLCD5717703S	4/30/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1000005331 (AOS) 1000005332 (Retro) 1000014082241 (OH Excess)	4/30/2024 4/30/2024 4/30/2024	4/30/2025 4/30/2025 4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Bid #B41032, Ice Control Salt for Public Works. The Unified Government of Wyandotte County and Kansas City, Kansas are included as additional insureds if required by written contract with respect to General Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

<b>CERTIFICATE HOLDER</b>  <b>20794333</b> Unified Government Wyandotte County Purchasing Division 701 N 7th St, Room 649 Kansas City KS 66101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**MULTI-JURISDICTION- CORE4  
PROPERTY TAX CLEARANCE CERTIFICATION**  
(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: Central Salt, LLC

DBA Name: \_\_\_\_\_

2. Business Address: 1420 State Rd 14 Lyons, KS 67554  
Street City, State Zip

3. Contact Information: 620-257-5626 lyoung@centralsalt.com  
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: BSC Holding, Inc.

Owner Residence Address: 10955 Lowell Avenue, Suite 500 Overland Park, KS 66210  
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.

  
Owner/Taxpayer Alan Pramann, VP Tax

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

Tax Clearance Not Granted  Entity \_\_\_\_\_

Tax Clearance Not Granted  Entity \_\_\_\_\_

Tax Clearance Not Granted  Entity \_\_\_\_\_

JACKSON COUNTY, Missouri on this date: 8/16/24 by Jarlene Cajament  
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, KS on this date: \_\_\_\_\_ by \_\_\_\_\_  
County Treasurer/Designee

UNIFIED GOVERNMENT/ KC, KS on this date: \_\_\_\_\_ by \_\_\_\_\_  
Contract Compliance Office/Designee

**MULTI-JURISDICTION- CORE4  
PROPERTY TAX CLEARANCE CERTIFICATION**  
(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: Central Salt, LLC

DBA Name: \_\_\_\_\_

2. Business Address: 1420 State Rd 14 Lyons, KS 67554  
Street City, State Zip

3. Contact Information: 620-257-5626 lyoung@centralsalt.com  
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: BSC Holding, Inc.

Owner Residence Address: 10955 Lowell Avenue, Suite 500 Overland Park, KS 66210  
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.



Owner/Taxpayer Alan Pramann, VP Tax

**CORE4 CERTIFICATION**

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

Tax Clearance Not Granted  Entity \_\_\_\_\_

Tax Clearance Not Granted  Entity \_\_\_\_\_

Tax Clearance Not Granted  Entity \_\_\_\_\_

JACKSON COUNTY, Missouri on this date: \_\_\_\_\_ by \_\_\_\_\_  
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, KS on this date: 8/5/2024 by [Signature]  
County Treasurer/Designee

UNIFIED GOVERNMENT/ KC, KS on this date: \_\_\_\_\_ by \_\_\_\_\_  
Contract Compliance Officer/Designee



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
Website: [kcmo.gov/tax](http://kcmo.gov/tax)

Letter Id: L1941178112  
Date: 07-Aug-2024  
Taxpayer Id: \*\*.\*\*\*8697

CENTRAL SALT LLC  
12841 SANDERS ST  
DETROIT MI 48217-1407



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that CENTRAL SALT LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison  
Commissioner of Revenue

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.





Unified Government of Wyandotte  
County/Kansas City, Kansas  
Procurement and Contract Compliance Department  
701 North 7<sup>th</sup> Street, Room 649  
Kansas City, Kansas 66101  
Phone: (913) 573-5440 Fax: (913) 573-5444  
Email: [contractcompliance@wycokck.org](mailto:contractcompliance@wycokck.org)  
Web: [www.wycokck.org/contractcompliance](http://www.wycokck.org/contractcompliance)

## BI-ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify that

Central Salt, LLC

has submitted a Questionnaire on Personnel Practices and other necessary documents satisfactory to the UNIFIED GOVERNMENT of Wyandotte County/Kansas City, Kansas Contract Compliance Department.

If the information submitted by the Company concerning its Equal Employment as well as State and Federal mandates has been declared false information through an on-site review, such false information shall be deemed a total breach of the contract and such contract may be terminated, cancelled or suspended, in whole or in part, and such contractor may be declared ineligible for any further UNIFIED GOVERNMENT of Wyandotte County/Kansas City, Kansas contracts for a period of up to one year.

Dated this 8th day of August, 2024

Expires this 8th day of August, 2026

Signature  
Sharon Reed  
Purchasing Manager