



## General Services Department

### Procurement Services Division

1st Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106-2793

(816) 513-1161  
Fax: (816) 513-1156

## TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

**SUPPLIER:** **CENTRAL SALT LLC**  
(referred to hereafter as the "Supplier")

**SUPPLIER NO.:** **0000073609**

**CONTRACT NO.:** **EV3915**

**EFFECTIVE DATES:** **From 5/1/2025 to 4/30/2026**

**DESCRIPTION:** **EV3915 SUPPLY OF DEICING SALT**

A copy of the Supplier's information is attached; and items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of **---NONE REQUIRED---** for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, **INSTRUCTIONS AND CONDITIONS**.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

<b>BID NUMBER:</b>	<b><u>EV3915</u></b>	<b>TOTAL NO. OF PAGES:</b>	<b><u>1 THRU 38</u></b>
<b>CLOSING DATE:</b>	<b><u>2-24-2025</u></b>	<b>APPENDICES NO.:</b>	<b><u>N/A</u></b>
<b>ATTACHMENT:</b>	<b><u>INSTRUCTIONS AND CONDITIONS, PAGES 1 THRU 15</u></b>		

Prepared By: **Samira Sanni**

\_\_\_\_\_  
**Senior procurement officer**

Approved By: \_\_\_\_\_

\_\_\_\_\_  
**Assistant Chief Procurement Officer**

This Day of \_\_\_\_\_

CITY OF KANSAS CITY, MISSOURI  
Procurement Services Division  
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BID NO.: EV3915  
BID ISSUED: 01/23/25  
BID CLOSING: 02/24/25, at 1:00 P.M.



# CITY OF KANSAS CITY MISSOURI

## EV3915

### INVITATION FOR BID

#### DEICING ROCK SALT

**BID DUE: 02/24/2025, 1:00 P.M. (CT)**

**Samira Sanni, Senior Procurement Officer**  
City of Kansas City, Missouri  
1<sup>st</sup> Floor, Room 102 W, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, MO 64106-2793  
Telephone Number: (816) 513-0818  
E-mail: [samira.sanni@kcmo.org](mailto:samira.sanni@kcmo.org)

- READ CAREFULLY THE ATTACHED INSTRUCTIONS AND CONDITIONS, PAGES 1 - 15.
- Bid is subject to all conditions listed on this form and any attachments.
- Bid must be on this form 1215-035C.

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**STANDARD INSTRUCTIONS AND CONDITIONS**

**DEICING ROCK SALT**

**1. INTENT**

The intent and purpose of the City of Kansas City, Missouri, is to solicit competitive bids for Deicing salt. This is a Twelve (12) Month Term and Supply Contract with Renewal Options.

**2. AWARD**

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive and responsible Bidder. (Multiple contracts may be awarded, if it is determined to be in the best interest of the City.

**3. RENEWAL OPTIONS**

- 3.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price for an additional five (5) one-year periods.
- 3.2 The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- 3.3 The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

**4. ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

- 4.1 Products/services needed by the City will usually be ordered against a blanket purchase order issued by the Procurement Services Division. The purchase order will be for a stated dollar amount and will terminate at the time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.
- 4.2 The City department named in the "Ship to Address" on the purchase order is required to provide the Supplier with the names of persons authorized to place orders against the contract. Personnel picking up merchandise must show official identity card of the City of

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Kansas City, Missouri, and provide the purchase order number to the Supplier at the time of pick up.

- 4.3 Any material still on back order thirty (30) days beyond the expiration of the contract or the order date will be considered cancelled, and any subsequent deliveries will be refused.

**5. TAX CLEARANCE FOR CITY**

Prior to the City making the first payment under any contract or contract renewal term, Supplier must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Bidders may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

**6. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's Certificate of Good Standing from the Missouri Secretary of State's website. [www.sos.mo.gov](http://www.sos.mo.gov)

**7. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Bidder must submit a current copy of Bidder's valid Missouri business license. Bidders may obtain this business license from the City's Revenue Division/Business License section at <http://www.kcmo.org> or (816) 513-1135.

**8. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY and included in this IFB, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and



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attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**9. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Bid, Bidder affirms that Bidder and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Bid to be rejected.

**10. SUPPLIER PRICING GUARANTEE**

The contracting Supplier guarantees that as a certified Supplier of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the contract modified to reflect the lower price change.

**11. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

**(a) Buy American Preference**

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

**(b) Buy Missouri Preference**

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Bidder's responsibility to claim these preferences.

**12. NON-PERFORMANCE OPTION TO TERMINATE**

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The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in written notice to the Supplier. The City shall be the sole judge of non-performance under the contract.

All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified.

**13. CONTRACT EXTENSION**

This contract may be extended by the City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

**14. CERTIFICATE OF INSURANCE**

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 14.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000 Combined Single Limit per Occurrence, and  
\$2,000,000 aggregate per Occurrence

Automobile Liability:

\$1,000,000 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.



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14.2 If other non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;  
Name the City of Kansas City, Missouri as an additional insured; and  
Provide cancellation notification to the City thirty (30) days before cancellation.  
Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.  
Any reference absent of obligation for failure to notify certificate holder must be deleted.

14.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.

**15. GREEN, ECO-FRIENDLY, SUSTAINABLE INITIATIVES**

It is the desire of the City of Kansas City, Missouri to purchase and use as much "green, eco-friendly, sustainable" product as possible. From a "Lifestyle" perspective, this could include: Product Content, Pre-Manufacture, Manufacture, Product Design, Packaging and Distribution, Use/Re-use and Maintenance, and Waste Management.

The City recognizes EnergyStar, GreenSeal, and UL Environmental among others.

**16. EMERGENCIES**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Supplier shall provide special services to the City including Supplier shall open Supplier's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Supplier shall not charge City any fee for opening facilities during an emergency or for extending Supplier's hours of operation during a disaster. City shall pay Supplier the agreed upon contract prices for all purchases made by City during the disaster and Supplier shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Supplier shall quickly mobilize Supplier's internal and external resources to assist City when a disaster unfolds.

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- (e) Extended hours and personnel. During disasters, Supplier's facilities shall stay open 24 hours if requested by the City. Supplier shall utilize additional Supplier personnel to take City orders if necessary. Supplier's Call Center shall accept phone orders 24 hours a day.
- (f) Supplier shall have contingency plans with Supplier's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Supplier shall cooperate with City to properly document any and all expenses incurred by City with Supplier and Supplier shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**17. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals through Bonfire only, to the City Contact Person listed in Section 18(b) by the close of business (no later than 1:00 PM CT) on 02/24/2025 (Monday, February 24, 2025).

**18. PROPOSAL SUBMISSION, QUESTIONS AND ANSWERS**

- a) Submissions and Questions. Proposers shall submit their Proposal through Bonfire's Submission portal ONLY. No submissions will be accepted by other delivery methods.
- b) All questions or issues will be addressed through the Bonfire messaging app about any aspect of this Bid and thus should be sent Via Bonfire to the following City Contact person:

Samira Sanni, Senior Procurement Officer  
City Hall, 1st Floor West  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office : (816) 513-0818  
E-mail : [samira.sanni@kcmo.org](mailto:samira.sanni@kcmo.org)

**19. PRICING AND PAYMENT**

- 19.1 Prices are to be firm and fixed for the period of the contract.
- 19.2 Prices will be as quoted on items listed on the Pricing page(s).
- 19.3 Current price lists or catalogs will be furnished with the quote. Price lists and/or catalogs will be provided to various City departments as requested.



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- 19.4 The City is under no obligation to pay invoices in excess of the purchase order limitations. Departmental personnel do not have the authority to order in excess of the purchase order amount. The Supplier will not sell to any department in excess of the purchase order amount.
- 19.3 Prior to any work being performed for the City, for all warranty and non-warranty diagnostic and repair services, Supplier shall provide the City with a diagnosis and repair cost estimate within twenty-four (24) hours of receipt of equipment. The estimate shall include a detailed explanation of the root cause of the failure(s) and the parts and materials to be replaced.
- 19.4 If the City approves the Supplier's non-warranty diagnosis and repair cost estimate, the City shall issue a Purchase Order based upon the Supplier's non-warranty diagnosis labor rates and repair cost estimate.
- 19.5 Any change(s) by the Supplier to the Supplier's original repair cost estimate will require authorization by the City prior to proceeding with repair work.

**20. SERVICE CALLS**

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week.

**21. SUBCONTRACTING**

This contract, or any portion thereof, shall not be subcontracted without the written consent of the User Department. Subcontracting shall under no circumstances relieve the Supplier of any liability or obligation under this contract, and all transactions must be through Supplier. If subcontracting is contemplated from the outset of the contract, the name and qualifications of the subcontractor shall be provided as a part of the Bid.

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**BID NO.: EV3915****BID ISSUED: 01/23/25****BID CLOSING: 02/24/25, at 1:00 P.M.****SPECIFICATIONS****SODIUM CHLORIDE FOR SNOW AND ICE  
REMOVAL****1. DEICING ROCK SALT (95%) SODIUM CHLORIDE WITH ADDITIVES**

This specification covers sodium chloride (rock salt) intended for use as a de-icer. The sodium chloride shall conform to ASTM Standard D632-84. Chemical composition shall be ninety-five percent (95%) sodium chloride with additives to prevent caking. (200-PPM YPS)

**Sieve Size and Weight**

---

%inch (19.0mm)	
Inch ( 12.5 mm)	
100	
3/8 inch (9.5 mm)	95-
100	
No.4 (4.75 mm)	20-
90	
No.8 (2.36 mm)	10-
60	
No. 30 (.060 mm)	
00-5	

**2. CHEMICAL ANALYSIS**

<u>Chemical</u>	<u>Max%</u>	<u>Min%</u>	<u>Avg%</u>
NaCl	97.00	95.00	96.00
CaSO <sub>4</sub>	3.50	1.00	2.40
MgCl	.15	.05	.10
H <sub>2</sub> O Insol	2.00	.50	.80
Moisture	.50	.10	.30

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Dry Density + 75# per cubic feet

**3. DELIVERY AND LOCATIONS**

Deicing Rock Salt shall be delivered at no charge to any area of Jackson County, Missouri; Platte County, Missouri; and Clay County, Missouri, as stated on the purchase order.

Public Works Department

1. 2400 NE Russell Road, Street and Traffic, District 1 -Dome
2. 5300 Municipal Avenue, Street and Traffic, District 2 – Dome
3. 4725 Coalmine Road, Street and Traffic, District 3
4. 711 Mexico Avenue, at KCI Airport
5. North Main at NE Cookingham Road
6. KCATA, - at 18TH & Forest
7. 81<sup>st</sup> & Indiana

**4. PRICING MUST INCLUDE ALL TRANSPORTATION.**

**5. Delivery Specifications**

1. Delivery trucks are to be end dump only. (No grain trucks or Belly dump trucks will be accepted.)
2. Supplier must make provisions for delivery if rain occurs. We will not accept salt that is wet or dump onto ground that is wet. Supplier must hold salt until ground is dry.
3. Trucks must be clean & free from all foreign material.



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**WE HAVE READ ALL INSTRUCTIONS & CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS, AND PROPOSE TO FURNISH THE FOLLOWING F.O.B. DESTINATION:**

NIGP ITEM NO.	ITEM AND SPECIFICATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	<u>DEICING ROCK SALT { 95 }.</u> SODIUM CHLORIDE ADDITIVES  <u>*DELIVERY AMOUNT TO PUBLIC WORKS LOCATIONS &amp; KCI Airport and KCATA Twenty-five thousand and Five hundred tons – 27,250</u> Airport will take 500 tons by November each year.  <u>TO BE DELIVERED BY NOVEMBER 1st</u>  <u>TEN THOUSAND { 10,000 } TONS TO BE DELIVERED TO DISTRICT 1,2,3, 81, J STREET &amp; NORTH MAIN</u> AFTER JANUARY 1. ONLY IF NECESSARY, Airport will take 500 tons after January 1.	1	TON	\$ <u>53.06</u>	\$ <u>53.06</u>

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<b>2.</b>	<b><u>ANTICIPATED USAGE FOR CITY LOCATIONS</u></b>	<b><u>TONS</u></b>
2.1	2400 NE RUSSELL ROAD	3300
2.2	5300 MUNICIPAL AVENUE	5500
2.3	4752 COALMINE ROAD	3200
2.4	81 <sup>ST</sup> & INDIANA	1500
2.5	711 MEXICO AVENUE-AIRPORT LOCATION	1000
2.6	NORTH MAIN AT NE COOKINGHAM ROAD	2000
2.7	KCATA – 18 <sup>TH</sup> FOREST	750
2.8	ADDITIONAL SALT, AFTER JANUARY 1, 2016	10,000.
<b>TOTAL =</b>		<b>27,250 TONS</b>

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**SUPPLIER INFORMATION**

**1. OTHER ITEM DISCOUNTS**

Please state the City contract discount from the Manufacturer's Current Price List.

N/A

Percentage Discount: \_\_\_\_\_ %

**2. HOURS OF OPERATION AND LOCATION**

Monday through Friday 6:00 a.m. to 10:00 p.m.

Holidays and Weekends \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

Contact Name Lori Young

Telephone Number 620-257-5626

Cell Phone Number 620-680-1353

Address of Service Location(s) 1420 State Rd 14, Lyons, KS 67554

**3. DELIVERY SERVICES**

Indicate advance notice required prior to delivery: 36 - 48 Hours

State normal delivery schedule: as agreed upopn

State minimum order value to qualify for free delivery: \$ our bid price is a delivered price

State cost of delivery if less than minimum order value: \$ n/a



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**ADDITIONAL INFORMATION**

**1. CONTRACT PERIOD**

The contract period shall be from May 1<sup>st</sup> through April 30<sup>th</sup>..

**2. RENEWAL OPTIONS**

- (a) At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (b) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES \_\_\_\_\_ NO X

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**4. AUTHORIZED SIGNATURE**

By submission of the IFB, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this bid have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the bid;
- Bidder will not withdraw the bid for ninety (90) days;
- By the below signature, I hereby certify that I have both the legal authority from my company and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: Lori Young

Signature:

Title: Customer Service Supervisor

Company Name: Central Salt, LLC

Address: 1420 State Rd 14, Lyons, KS 67554

Telephone Number: 620-257-5626

Fax Number: 620-257-5052

E-mail Address: lyoung@centralsalt.com

E-mail Address for Purchase Orders: lyoung@centralsalt.com and lyonsorders@centralsalt.com

Date: February 21, 2025

## **ADDITIONAL INFORMATION**

### **1. CONTRACT PERIOD**

The contract period shall be from May 1, 2025, through April 31 ,2026

### **2. RENEWAL OPTIONS**

Option year	Year	Date range of renewal	Prices bid to remain firm & fixed pricing <b>Yes</b>	Prices bid to remain firm & fixed pricing <b>No</b>
2.1	One	May 1, 2026 through April 30, 2027	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.2	Two	May 1, 2027 through April 30, 2028	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.3	Three	May 1, 2028 through April 30, 2029	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.4	Four	May 1, 2029 through April 30, 2030	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.5	Five	May 1, 2030 through April 30, 2031	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **3. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

YES ☐ NO ☒



### EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF Kansas )  
 ) ss  
COUNTY OF Rice )

On this 4th day of March, 2025, before me appeared  
Lori Young, personally known by me or otherwise proven to be  
the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the  
statements made herein are truthful to the best of my knowledge. I am the  
Customer Service Supervisor (title) of Central Salt, LLC (business entity)  
and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in  
making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in  
connection with the contracted services who does not have the legal right or authorization under federal  
law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification  
of work program operated by the United States Department of Homeland Security (E-Verify) or an  
equivalent federal work authorization program operated by the United States Department of Homeland  
Security to verify information of newly hired employees, under the Immigration Reform and Control Act of  
1986, and that the business entity will participate in said program with respect to any person hired by the  
business entity to perform any work in connection with the contracted services. I have attached hereto  
documentation sufficient to establish the business entity's enrollment and participation in the required  
electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits  
obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations  
committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and  
that I am not doing so under duress.

*Levi Young*  
Affiant's signature

Subscribed and sworn to before me this 4th day of March, 2025.

*Bryanna A. Bryan*  
Notary Public

My Commission expires: 09/11/2028



**CITY OF KANSAS CITY, MISSOURI**  
**PROCUREMENT SERVICES DIVISION**  
**PURCHASE ORDER**  
**STANDARD TERMS AND CONDITIONS**

1. Applicability.

- (a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by the City of Kansas City, Missouri ("**City**" or "**Buyer**") from the Seller ("**Seller**" or "**Contractor**") identified in the purchase order ("**Purchase Order**"). Notwithstanding anything herein to the contrary, if a written contract is in existence between the parties covering the sale of the Goods and Services, the terms and conditions of the contract shall prevail to the extent they are inconsistent with these Terms.
- (b) The Purchase Order, together with the City's Solicitation for Goods and Services, Seller's Response to the City's Solicitation, any attachments and exhibits, specifications, scope of services, and these Purchase Order Standard Terms and Conditions (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement expressly limits City's acceptance to the terms of this Agreement and Seller's terms are specifically excluded and not part of the Agreement.
- (c) City does not have any obligation to Seller until City issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the Total PO Amount incurred in the Purchase Order.
- (d) Seller shall not provide Goods or Services in excess of the Purchase Price in the Purchase Order and Seller shall not be entitled to any payment in excess of the Total PO Amount stated in the Purchase Order.
- (e) City is not obligated to any minimum purchase or future purchase obligation under this Agreement.

2. Delivery of Goods and Performance of Services.

- (a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Agreement (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the



Delivery Date, City may terminate this Agreement immediately by providing written notice to Seller and invoke any other legal or equitable remedy from Seller.

- (b) Seller shall deliver all Goods to the “Ship To” address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if Seller requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.
  - (c) Seller shall timely perform all Services in accordance with the Agreement.
  - (d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services including all performance dates, timetables, project milestones and other requirements in this Agreement.
3. Quantity. If Seller delivers less than the quantity of Goods ordered, Buyer may reject all or accept the reduced quantity of Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
  4. Shipping Terms. Delivery shall be made F.O.B. Destination, Freight Prepaid at Seller's expense in accordance with the Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Agreement.
  5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.
  6. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.
  7. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words “or equal” do not follow, it shall be deemed that the words “or equal” shall follow such designations unless the face hereof specifies “no substitutions”. The City may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the Seller's expense all items that are not acceptable as equals, said items to be replaced by the Seller with satisfactory items at the original submitted price.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all Goods or a sample of the Goods, and may reject all or any portion of the Goods if Buyer determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
9. Price. The price of the Goods and Services is the PO Price stated in the Purchase Order (the "Price"). Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.
10. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.
11. Seller's Obligations Regarding All Services.
- (a) Permits and Licenses. Seller shall before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary permits, licenses, and consents and comply with all relevant laws applicable to the provision of the Services.
  - (b) Qualifications to Perform Services. Seller shall insure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.
  - (c) Employee Eligibility Verification. If the total price of all Services or combined total price of all Services exceeds \$5,000.00 in a Purchase Order, Seller shall execute and submit an affidavit, in a form prescribed by the City, affirming that Seller does not knowingly employ any person in connection with the contracted

Services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Seller shall attach to the affidavit documentation sufficient to establish Seller's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986

(d) Payment Bond and Performance Bond.

1. If the Agreement exceeds \$50,000.00 and the Services include the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the City, Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates Performance Bond and a Payment Bond that meets all City requirements and Section 107.170, RSMo. Seller shall comply with all requirements of Section 107.170, RSMo even if Seller fails to notify the City.
2. If the Seller is required by Section 107.170, RSMo to provide a Payment Bond, Seller shall furnish a Performance Bond and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of the Purchase Order guaranteeing Seller's faithful performance of each and every term of this Agreement and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Agreement; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.
3. All Bonds required by the Agreement to be purchased and maintained by Seller shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, to issue Bonds for the limits and coverages so required. All Bond sureties shall hold an A.M. Best rating of A-, V, or better.

12. Warranties.

- (a) Seller will provide Buyer with its most favorable warranty term that Seller gives to any of its customer ("Warranty Term"). Seller warrants to Buyer that for the Warranty Term that begins from the Delivery Date, all Goods will:
  - i. be free from any defects in workmanship, material and design;

- ii. conform to applicable specifications specified by Buyer;
- iii. be fit for their intended purpose and operate as intended;
- iv. be merchantable;
- v. be free and clear of all liens, security interests or other encumbrances; and
- vi. not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.

- (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

### 13. General Indemnification.

- (a) For purposes of this Section and Section **13**, the following terms shall have the meanings listed:
  - 1. "Claims" means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
  - 2. "Seller's Agents" means Seller's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. "City" means City, its Agencies, its agents, officials, officers and employees.
- (b) Seller's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits



of insurance that Seller is required to procure and maintain under this Agreement. Seller affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Agreement in its contract price.

- (c) Seller shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Seller or Seller's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Seller is not obligated under this Section to indemnify City for the sole negligence of City.
  - (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
14. Indemnification for Professional Negligence. If this Contract is for professional services, Seller shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Seller, its employees, agents, subcontractors, or caused by others for whom Seller is liable, in the performance of professional services under this Contract. Seller is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.
15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless City against any and all Losses arising out of or in connection with any claim that City's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without City's prior written consent.
16. Insurance.
- (a) Insurance Requirements for Goods. If the Agreement is solely for Goods and no Services, Seller shall provide insurance in accordance with the requirements of the Buyer's solicitation or Purchase Order.
  - (b) Insurance Requirements for Services or Goods and Services. Seller shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Seller must have:
    - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
  - b. Contractual Liability
  - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
  - d. No Contractual Liability Limitation Endorsement
  - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Seller.
4. If this Contract is for professional services, Seller shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Seller in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Seller's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Seller in this Agreement and shall include, but not be limited to,

claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of the Seller. If not covered under the Seller’s liability policy, such “property” coverage of the Agency may be endorsed onto the Seller’s Cyber Liability Policy as covered property as follows:
  - b. If the Seller maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (c) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Seller’s nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
- (d) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Seller shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (e) All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

- (f) Regardless of any approval by City, Seller shall maintain the required insurance coverage in force at all times during the term of this Contract. Seller's failure to maintain the required insurance coverage will not relieve Seller of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Seller fails to maintain the required insurance coverage in effect, City may declare Seller in default.
  - (g) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- 17. Termination for Convenience. City may, at any time upon ten (10) days written notice to Seller specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for Goods and Services provided by Seller before the effective date of termination.
- 18. Default and Remedies.
  - (a) If Seller shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Seller ten (10) days written notice and opportunity to cure such default or breach.
  - (b) If City shall be in default or breach of any provision of this Contract, Seller may terminate this Agreement or suspend Seller's performance after giving City ten (10) days written notice and opportunity to cure such default or breach.
- 19. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20. Assignment and Subcontracting. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.



21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
23. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. The City and Seller:
- (a) submit to the jurisdiction of the state and federal courts located in Jackson, County, Missouri
  - (b) waive any and all objections to jurisdiction and venue; and
  - (c) will not raise forum non conveniens as an objection to the location of any litigation.
24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Seller at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the Seller in writing and to the City at Chief Procurement Officer, City Hall, 1<sup>st</sup> Floor, 414 E. 12th. Street, Kansas City, Missouri 64106 with a copy to: City Attorney, 23<sup>rd</sup> Floor, 414 E. 12th. Street, Kansas City, Missouri 64106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Indemnification, Warranty, Governing Law and Survival.

27. Amendment and Modification. The Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.
28. Tax Compliance. If the City's payments to Seller exceed \$160,000.00 for the period of May 1st through April 30th, Seller shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Seller shall also submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.
29. Records
- (a) For purposes of this section:
1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
  2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) Seller shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Seller shall provide access to City of all Records upon ten (10) days written notice from the City.
30. Buy American Preference and Missouri Preference Polices. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.
31. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.
32. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, Seller certifies

that Seller is not an expert witness for any party in litigation against the City at the time of the issuance of this Agreement

33. Emergencies.

- (a) “Disaster” means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Seller shall provide special services to the City including Seller shall open Seller’s facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Seller shall not charge City any fee for opening facilities during an emergency or for extending Seller’s hours of operation during a disaster. City shall pay Seller the agreed upon contract prices for all purchases made by City during the disaster and Seller shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Seller shall quickly mobilize Seller’s internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Seller’s facilities shall stay open 24 hours if requested by the City. Seller shall utilize additional Seller’s personnel to take City orders if necessary. Seller’s Call Center shall accept phone orders 24 hours a day.
- (f) Seller shall have contingency plans with Seller’s suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Seller shall cooperate with City to properly document any and all expenses incurred by City with Seller and Seller shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

34. Clauses Applicable to Term and Supply Agreements.

- (a) “Term and Supply Agreement” means a formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or services from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The Agreement may be exclusive with one (1) Contractor or open to further competition.
- (b) Approximate Quantities. The solicitation is based on estimated quantities and it is understood that the estimates are prepared by the City for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to

increase or decrease the actual quantities the same, or to omit any one or more items, as the Chief Procurement Officer may deem desirable.

- (c) No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.
- (d) Multiyear Term and Supply Agreements and options to extend term contracts are subject to Section 35, Annual Appropriation of Funds.
- (e) Modifications to Term and Supply Agreements may be made by mutual written agreement.

35. Annual Appropriation of Funds.

- (a) Multi-year Term and Supply Agreements and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under Term and Supply Agreements and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated Term and Supply contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Chief Procurement Officer is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled Termination for Default. The City has no monetary obligations in event of termination or reduction of a Term and Supply Contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

36. Non-discrimination in Employment. Seller shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. Seller shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

37. Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Seller shall not base a hiring or promotional decision on an applicant's criminal history or sentence related



thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

- (b) Notwithstanding subsection (a), Seller may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

38. Title VI of the Civil Rights Act of 1964

- (a) Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.
- (b) Seller shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

39. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Seller certifies Seller will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Seller an exemption pursuant to the Quality Services Assurance Act.

40. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Seller employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Seller certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

41. Affirmative Action. If this Contract exceeds \$300,000.00 and Seller employs fifty (50) or more people, Seller shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it

has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Seller shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Seller shall:

- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Seller has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- b. Submit, in print or electronic format, a copy of Seller's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Seller does not possess a current certification of compliance, Seller shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Seller shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Seller fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Seller may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

42. Compliance with Laws. Seller shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

43. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Seller includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Seller shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Seller shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Seller fails to notify the City. If prevailing wage is applicable, Seller agrees to provide a Payment Bond and Performance Bond in accordance with Section 11(d).

## Civil Rights and Equal Opportunity Department

### Civil Rights and Wage Assurances

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

## Civil Rights and Equal Opportunity Department

### Civil Rights and Wage Assurances

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electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.