

312-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by Fred Overton Development, Inc. to rezone from A-2 (Agriculture) to R-SP (Planned Single-Family Residential) on 17.0 acres, more or less, located at 6001 W Gillespie Bridge Road, Columbia, Missouri.

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the request by Fred Overton Development, Inc. for a Review Plan for the Perche Ridge development on 17.0 acres, more or less, located at 6001 W Gillespie Bridge Road, Columbia, Missouri with the following conditions:

1. The issues related to the intersection proposed Tamarack Drive and Gillespie Bridge Road shall be worked out to the satisfaction of the County Engineer and the Director of Resource Management prior to submission of a Final Plan:
 - Sight distance and location issues
 - Conflict with the existing Drive
2. A right turn lane shall be installed in accordance with Boone County Roadway Regulations and to the satisfaction of the County Engineer and Director of Resource Management prior to recording any final plat.

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 2019

County of Boone

} ea.

In the County Commission of said county, on the 30th day of July 2019

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorizes the Presiding Commissioner to sign them:

- Hagans Ridge Plat 3. S13-T48N-R12W. A-2. Tracey Fritchey, owner. Derek Forbis, surveyor.
- Golf Plat 3. S2-T48N-R12W. R-M. Matthew and Robin Cadwell, owners. Frederick E. Carroz, surveyor.
- Bax Point. S30-T46N-R12W. A-2. Carrie Bax, owner. David T. Butcher, surveyor.
- Beckville. S26-T50N-R12W. A-2. Raymond and Delilah Beck, owners. James R. Jeffries, surveyor.
- Wolfie Acres. S22-T49N-R13W. A-R. Eldon Smith, owner. Anthony Derboven, surveyor.
- Country Paradise. S3-T51N-R13W. A-2. TWW and EAB Revocable Trust, owner. Steven R. Proctor, surveyor.
- Pauley Acres Plat 2. S12-T47N-R12W. A-1. Kerry and Christina Pudenz, owners. Steven R. Proctor, surveyor.

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to increase revenue and expenditures for the Domestic Relations Resolution Fund – Contact for Kids: A Safe Way Grant for the period of 7/1/2019 through 12/31/19.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Judicial Grants	State Reimbursement-Grant		9,000
1243	71101	Judicial Grants	Professional Services		9,000
					18,000

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

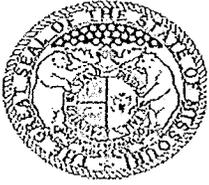
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	June 20, 2019	Award Amount
Contract Period		
July 1, 2019 through June 30, 2020		\$ 9,000.00

Domestic Relations Resolution Fund Award

The Family Court Committee of the Supreme Court of Missouri, through the Office of State Courts Administrator is awarding funding to Missouri Circuit Courts for the creation and implementation of domestic relations programs.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 19-00107-14	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Angie Bezoni Deputy Juvenile Officer Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Ashley Virgin 573-522-6767
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Funding approved for the Supervised Access and Exchange program.

Requested Funding: \$ 13,000.00 Approved Funding: \$ 9,000.00

Please Sign, Date and Return by e-mail or mail to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480
osca.contracts@courts.mo.gov

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
Printed Name	Date	Printed Name	Title
Mary Eppinger	6/25/19	Earl Kraus	Deputy State Courts Administrator
Presiding Judge Signature		Date	Date
		6/25/19	6/20/19
Printed Name	Date	Date	
Kevin Crane	6/25/19		



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHYS.LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

June 20, 2019

The Honorable Kevin Crane
Thirteenth Judicial Circuit
705 East Walnut Street
Columbia, MO 65201

Dear Judge Crane:

I am pleased to inform you that the Family Court Committee has approved funds through the Domestic Relations Resolution Fund for the **Supervised Access and Exchange Program**. The amount awarded for this program is **\$9,000.00**. The funding year will be from July 1, 2019, through June 30, 2020.

The Office of State Courts Administrator (OSCA) will be monitoring the expenditure of funds. If it appears you are not spending the awarded funds as proposed, the award may be reduced and made available to another court. However, if you are spending and find that you are in need of additional funds as the year ends, you may submit a request at any time prior to May 1, 2020. Included with this letter is an award data sheet outlining the terms of the award. Please review the terms to insure that you understand any restrictions concerning your award.

An electronic copy of a Certification of Compliance form will be sent shortly after July 1, 2019. This form must be used for reimbursement of program or project expenses. Please remember all invoices must first be paid by the county and then submitted to OSCA for reimbursement to the county treasurer. **Reimbursement is for funds expended between July 1, 2019, and June 30, 2020, only.**

The program or project contact person(s) will receive an email from Ashley Virgin with an electronic copy of a Quarterly Report. The form must be completed and returned **within 30 business days of the close of each quarter (October 31, 2019, January 31, 2020 and April 30, 2020)**. Instructions for completing the form will be included. A Final Report with evaluation results, will be due **within 30 days of the conclusion of the project (July 31, 2020)**, the fourth quarter's conclusion.

The following OSCA staff has been designated to assist you and your court staff with additional information you may need related to this program:

The Honorable Kevin Crane

June 20, 2019

Page 2

- Ashley Virgin Program Administration/Quarterly & Final Report
- Shelly Peters Forms and Fiscal Matters (invoicing/reimbursement)
- Russell Rottmann Contractual Matters

Congratulations on your award. Please feel free to contact Ashley at 573-522-6767 if we can assist you in any way with your program or project.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

Attachment: Award Data sheet

cc: Angie Bezoni
 Ashely Virgin
 Russell Rottmann

EK:rr



**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL**

RFP NO. OSCA 19-00107

TITLE: Domestic Relations Programs for Parents and Children

ISSUE DATE: January 2, 2019

CONTACT: Russell Rottmann

PHONE NO.: 573 522-6766

E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 28, 2019

Late submissions will not be accepted

RETURN PROPOSAL TO:

(U.S. Mail)

Office of State Courts Administrator

P.O. Box 104480

Jefferson City, Mo 65110 - 4480

(Courier Service)

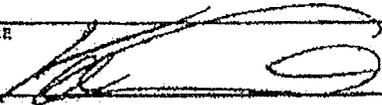
Office of State Courts Administrator

2112 Industrial Dr.

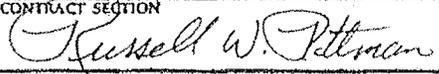
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2019, THROUGH June 30, 2020

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE 		DATE 2/25/2019
PRINTED NAME Honorable Kevin Crane		TITLE Presiding Judge
CIRCUIT/COUNTY 13th Circuit		
MAILING ADDRESS 705 East Walnut		
CITY, STATE, ZIP Columbia MO 65201		
CONTACT PERSON Angie Bezoni		TITLE Deputy Juvenile Officer III/Supervisor
PHONE NO. 573-886-4200	FAX NO. 573-886-4030	E-MAIL ADDRESS Angie.Bezoni@courts.mo.gov

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: SUPERVISED ACCESS & EXCHANGE		
REQUESTED: \$ 13,000.00 APPROVED: \$ 9,000.00		
CONTRACT NUMBER OSCA 19-00107-14	CONTRACT PERIOD July 1, 2019 through June 30, 2020	
CONTRACT SECTION 	DATE 2/25/19	DEPUTY STATE COURTS ADMINISTRATOR 

**Domestic Relations Program for Parents and Children
Request for Proposal
Supervised Access and Exchange Program, "Contact for Kids: A Safe Way"
Budget Spending Plan & Narrative**

2.1 Continuation of Approved Program:

For fiscal year 2019, the 13th Judicial Circuit, Family Court requested \$18,000 in funding to continue our Supervised Visitation program. The Court received \$13,000 and has continued to provide supervised exchange services through a contract with Great Circle. The Court continues to require the non-custodial parent to pay a per diem based off his/her income. It should also be noted that the Court can find a person indigent, and not require them to pay a co-pay. Each non-custodial parent is allowed up to twelve hours of supervised visitation during the grant cycle.

During the current grant cycle from July 1 through January 31, sixteen families have been referred to the program as a result of their involvement in domestic relations cases. Of those sixteen cases, ten cases have received supervised visitation program services. Of the six cases that did not receive services, three cases failed to correspond with the Great Circle representative to schedule meetings; two cases needed additional documentation prior to approval, which was not received; and one case was dismissed. Eight of the families which participated in the program completed it successfully, one family stopped responding to the visit supervisor, and the visit supervisor requested one parent and child complete individual counseling prior to participating in the program.

The 13th Circuit's Family Court supervised visitation and exchange program was established in July of 2009. The program's need has continued throughout the years. So far this year, we have had fewer cases in the program compared to last year, but there are current new referrals, where visits are ready to be scheduled. We anticipate more referrals will be made before the year ends.

As noted above, for fiscal year 2018-2019 we requested \$18,000 and were awarded \$13,000. Through January 2019, \$3,103 has been billed for supervised visitation. The number of families served has decreased compared to the same time period last year, but we anticipate additional referrals being made, and we have three families which will begin visits soon. So far this grant year, families have received 59 direct service hours. We can anticipate at least that many more hours will be billed for the remainder of the current grant year. Already for the month of January 2019, two new families are participating in the program, with three families waiting to have visits scheduled.

Quarter	Families Served	Hours
1	5 (one continued from previous grant year)	12

2	7 (3 continued from previous quarter)	72
3*	7 (3 continuing, with more anticipated being referred)	72
4*	7	84
Total	20	240

*Estimates

If the current trend of increased referrals persist, the Court should be able to cover the costs of supervised visits with the approved amount of \$13,000, plus the copays each family is expected to pay.

Budget Spending Plan

Should our Court be awarded the full amount of \$13,000, we are confident referrals will continue to be made and we will continue the consistent level of service as shown over the last eight years. We also will continue the practice that if a party falls below poverty level, the Court may waive an hourly per diem being paid by the non-custodial party. Great Circle also has informed us that they would continue to partner with the 13th Circuit to provide this service to families.

The following chart shows the expected budget spending plan for FY19, based on predictions of families served to date, and in past years. This budget plan includes continuing to contract with Great Circle to provide the supervision by a licensed therapist at \$58.00 per hour.

# of Families Predicted to be Served	# of Available Visitation hours per family	Cost per Visitation Hour	Total Funds needed to provide services	Requested funds through DRRF	Additional Funds needed outside of Grant to cover expenditures
20	12	\$58	\$13,920	\$13,000	\$920

As mentioned above, the total number of families projected to be served during this grant reporting period is twenty, based on the number of families referred so far for the first and second quarter, and based on data from past years. Currently reimbursement per hour for the therapist to provide supervised visits is \$58 per hour. If each family receives twelve hours of supervised visitation services and qualified for having no co-pay due to income levels, the maximum amount needed would be \$13,920; however the remaining \$920 needed would likely be covered through co-pays. Currently \$3,103 has been spent to provide supervised visitation services. We have collected \$283 in copays so far this year. We request \$13,000 in order to continue to support this program. It is hard, if not impossible, to determine how many referrals will be made for the rest of this year, and

next year. Although, the referrals are down this year, we do not assume this trend will continue.

In an effort to continue assuming some of the responsibilities of the cost of this program, the Court will continue to work with Great Circle in having the non-custodial parent pay an hourly per diem based on their income level. For those non-custodial parents who fall below the poverty level, the Court would continue to be allowed to waive a per diem fee, therefore allowing the grant to pay the full hourly rate. It should be noted that during the first six months of the 2018-2019 grant year, \$283 has been defrayed in costs due to collection of co-pays by the non-custodial parents. We have continued to stringently monitor the collection of co-pays by Great Circle to ensure maximum use of the funds provided for families.

Our Court, in collaboration with Great Circle, previously developed a sliding scale worksheet to determine the hourly rate the participant would be required to pay. This scale continues to provide for the fee to be waived if the participant's income is below poverty guidelines as provided by the U.S. Department of Health and Human Services. For families which would be required to pay an hourly per diem, the family will continue to sign an agreement to pay a pre-determined amount before each supervised visitation and should they not be able to pay their amount, the visitation would not occur. It will continue to be up to the contract agency to collect the amount due from the family based on the sliding scale fee and the Court will agree to pay the contract agency the remaining balance of the \$58.00 per hour through contractual services through the DRRF grant. So far this grant year, three families had their fee waived as they had no income being received that could be counted towards the sliding scale and all fell below the minimum income of \$8,000 per year. As mentioned above, co-pays for the non-custodial parents have continued to help defray costs for the program and we will continue to be stringent in monitoring that families pay the appropriate co-pay for their income level. At this time, no other funding sources have been identified, but we will continue to keep the program as low cost as possible to the Courts while maintaining a high level of quality and effectiveness.

Benefit of Funds for FY19

Ten families have received the benefit of the Supervised Visitation program from July 1, 2018 through January 31, 2019 in the 13th Circuit as a direct result of this grant. The children and visiting parents have been given an opportunity to build a lasting relationship that often might not have occurred without this program. The visiting parent has learned valuable information such as how to better communicate and/or interact with their child/children through the assistance of the licensed therapist. The custodial parent has been provided the assurance their child/children are safe and well supervised with the therapist being present.

Surveys collected by Great Circle have been positive. Participants learned new parenting strategies, and were able to establish or re-establish relationships with their children.

Regarding the need for program, Family Court Judge Leslie Schneider stated, the supervised visitation program is overwhelmingly successful in our circuit reunifying children with a non-custodial parent. Not only does the program provide the supervision of reunification, the professionals involved provide the participants, including the custodial parents, much needed parenting training that ultimately impacts on the wellbeing of the child. It has been my observation that those persons who participate in this program return to court much less frequently than other parents with parenting issues. It is one of the more successful programs we have in our circuit." Family Court Commissioner Sara Miller said, families referred to the supervised visitation program benefit tremendously from the services offered by the program. The child has the benefit of meeting a parent or re-establishing a relationship with a parent in a safe and child-friendly setting. The parents benefit from having visitation arrangements coordinated and supervised by an experienced social worker. The feedback to the parents from the visitation supervisor on how to improve visits is critical in assisting the parents in making the transition from little or no contact between the child and the parent to the emergence of a positive parent-child relationship. In situations where additional services such as counseling, treatment, or further parent education are recommended, the court is able to enter appropriate orders to direct the parents in order to achieve the best possible outcome for the family.

The program is well known among the Family Court Judges, Family Court Commissioner, guardians ad litem, and local attorneys which further ensures families will continue to be referred to the program. Our Family Court Administrative Judge Leslie Schneider has given us approval to continue applying for this grant, as it is recognized as a needed resource for domestic Court cases involving children. There is currently a need for this program as it has allowed many Court domestic relations cases such as Ex-parte Child Orders of Protection, Ex-parte Adult Abuse, Dissolutions of Marriage, Paternity, and other Family Court cases to allow visitation between parents and caregivers in a safe, therapeutic environment and helps many cases to be resolved more effectively.

**13th Judicial Circuit Award Data
Supervised Access and Exchange Program
“Contact for Kids: A Safe Way”**

1. Services can be provided only to family members where there is a domestic relations case filed in the court.
2. The amount of funding for your program or project for the fiscal year is \$9,000.00.

The breakdown of funding expenditure is as follows:

Funding Period	July 1, 2019 – June 30, 2020
Contractual Services	\$9,000.00
Total	\$9,000.00

3. If it appears that your court will not use all the funds awarded, the Family Court Committee may, in its discretion, reduce the amount of reimbursement funds to the court. OSCA shall manage funds for this program on a semi-annual basis. During each 6-month period, the award amount must be reduced either by expenditure or by OSCA retracting a percentage of the funding. The court must notify OSCA of any extenuating circumstances that would justify the retaining of funds prior to the end of the six-month period. This is necessary in order to track the fund balance so as to allow additional awards in the future.
4. If at any time the court is aware that a portion of the funds are not needed for the project or program, OSCA should be notified so that the excess funds can be made available for additional awards.
5. Family Court Committee did not approve the reimbursement of filing fees during this grant period.

3/16-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2019

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the 13th Judicial Circuit Court to increase revenue and expenditures for the new Juvenile Justice Program Assistance (JJPA) Grant for the period of 7/1/19 through 12/31/19.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1243	3451	Court Services Grant	State Reimbursement-Grant		9,525
1243	71100	Court Services Grant	Outside Services		3,446
1243	71101	Court Services Grant	Professional Services		2,579
1243	7160	Court Services Grant	Equipment Lease & Meter Charge		3,500
					19,050

Done this 30th day of July 2019.

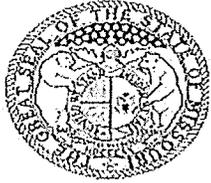
ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



State of Missouri
Office of State Courts Administrator
Administrative Services Division

Issue Date	Award Amount
June 18, 2019	
Contract Period	\$ 9,525.00
July 1, 2019 through June 30, 2020	

Juvenile Justice Program Assistance

The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee, has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure, pre-adjudication placement.

Contract Number	<input checked="" type="checkbox"/> Original Contract
OSCA 19-00109-11	<input type="checkbox"/> Contract Amendment

Court/Recipient Information:	Project Director:	OSCA Program Contact
The Honorable Kevin Crane Presiding Judge Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Angie Bezoni Chief Deputy Juvenile Officer Thirteenth Judicial Circuit 705 East Walnut Street Columbia, Missouri 65201	Jessica Kempker 573-522-3357
		OSCA Fiscal Contact
		Shelly Peters 573-522-2751

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Approved funding for Alternatives to Detention Program for GPS, crisis intervention services, ERC and day treatment.

Requested Funding: \$27,420.48 Awarded Funding: \$9,525.00

Please Sign, Date and Return to:

Office of State Courts Administrator
Attn: Contracts Unit
P.O. Box 104480
Jefferson City, MO 65110 - 4480
e-mail: osca.contracts@courts.mo.gov
Fax: 573-522-6152

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature	
Printed Name	Date	Printed Name	
Mary Egan	6/20/19	Earl Kraus	
Presiding Judge Signature		Title	
		Deputy State Courts Administrator	
Printed Name	Date	Date	
Kevin M. J. Crane	6/20/19	6/13/19	



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

KATHY S. LLOYD
STATE COURTS
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

June 18, 2019

The Honorable Kevin Crane
Presiding Judge
Thirteenth Judicial Circuit
705 East Walnut Street
Columbia, MO 65201

Dear Judge Crane,

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The Thirteenth Judicial Circuit has been awarded \$9,525.00 for the Alternatives to Detention Program for FY20 under contract OSCA 19-00109-11.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract."

Additional language OSCA utilizes in contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save and hold

The Honorable Kevin Crane
June 18, 2019
Page 2

harmless and/or indemnify the contractor against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the contract.”

In light of these provisions, your budget narrative is being revised to state the court will contract for personnel services and electronic monitoring services.

The following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached as indicated below:

Jessica Kempker, Program Administration
jessica.kempker@courts.mo.gov – 573-522-3357

Shelly Peters, Fiscal Matters (invoicing/reimbursements)
shelly.peters@courts.mo.gov – 573-522-2751

Russell Rottmann, Contractual Matters
russell.rottmann@courts.mo.gov – 573-522-6766

Congratulations on your award.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

EK/rr

Enclosures:
Juvenile Justice Program Assistance Contract Award



STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL

RFP NO: OSCA 19-00109
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: January 2, 2019

CONTACT: Russell Rottmann
PHONE NO: 573-522-6766
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: 4 p.m., February 1, 2019

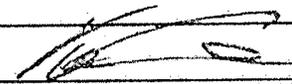
RETURN PROPOSAL EITHER VIA E-MAIL, USPS or COURIER SERVICE:

(U.S. Mail)
Office of State Courts Administrator
P.O. Box 104480
Jefferson City, Mo 65110 - 4480

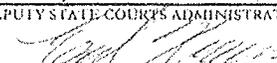
(Courier Service)
Office of State Courts Administrator
2112 Industrial Dr.
Jefferson City, Mo 65109

CONTRACT PERIOD: July 1, 2019 through June 30, 2020

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE 		DATE	1/29/19
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE			
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)			
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE			
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		TITLE	
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE	
COURT	13th Circuit Family Court		
MAILING ADDRESS	705 East Walnut		
CITY, STATE, ZIP	Columbia MO 65201		
CONTACT	Angie Bezoni	TITLE	Deputy Juvenile Officer III, Supervisor
PHONE	573-886-4200	FAX NUMBER	573-886-4030
		E-MAIL ADDRESS	Angie.Bezoni@courts.mo.gov

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS: ALTERNATIVES TO DETENTION		
REQUESTED: \$ 27,420.48		APPROVED: \$ 9,525.00
CONTRACT NO.	CONTRACT PERIOD	
OSCA 19-00109-11	July 1, 2019 THROUGH JUNE 30, 2020	
CONTRACT SECTION	DATE	DEPUTY STATE COURTS ADMINISTRATOR
Russell W. Rottmann	1/29/19	

**Juvenile Justice Program Assistance Funding Proposal-FY19-20
13th Judicial Circuit Family Court-Juvenile Division**

Name & Brief Description of Proposed Program:

Supervision:

Evening Reporting Center Program

The ERC operates Monday through Friday from 3:30 p.m. until 7:30 p.m., and provides both supervision and a variety of programming to youth conducive towards pro-social learning and behaviors. The ERC is used for various reasons: 1) to transition juveniles leaving detention back into the community; 2) as a sanction for not complying with conditions of informal or formal supervision; 3) as an alternative to detention; or 4) as a condition of release from detention pending Court action. Moral Reconciliation Therapy is offered to youth two days a week, which helps youth learn pro-social thought patterns to replace anti-social thought patterns. We have also partnered in the past and present with the Boys and Girls Club; Reality House Programs, Incorporated; Compass Healthcare, Incorporated; the Youth Empowerment Zone; True North; Daniel Boone Regional Library; and a variety of other community agencies to provide quality programming for the youth. The Evening Reporting Center originally began operating in 2010 in partnership with the Intersection Youth Facility where it operated with Intersection staff until 2012. In October of 2012, the Juvenile Office began fully operating the Evening Reporting Center with its own staff in the Alternative Sentencing Building, which is owned by Boone County.

In-Home Monitoring Services (GPS and Cellular)

The Juvenile Division staff has used In-Home Detention for over a decade as an intervention for youth. We originally began using Voice Verification services and Electronic Monitoring through a home telephone line as provided by Behavioral Interventions, Incorporated; but we now use cellular and Global Positioning Satellite technology for tracking purposes which, incorporate the use of an ankle transmitter fitted to the juvenile's leg to monitor the juvenile's location twenty-four hours a day while allowing the juvenile to remain in the community.

Treatment:

Crisis Intervention Services (CIS, previously titled as Intensive Crisis Intervention Services)

This program, which began in 2012, aims to address youth in custody who are encountering domestic issues within the home or problematic behaviors in the school setting. A licensed therapist meets with the family in the home intensively for a two week period to identify issues and formulate a plan of strategies and services to help the family. A written report is completed and given to the Juvenile Officer and the family.

Geographic Area & Need for the Program:

The 13th Judicial Circuit is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are home to a varying number of minority

populations, including Asian, Native American, Hispanic, African American, and Multi-Racial, in addition to the Caucasian population. Population growth and prospects for additional growth are placing increasing demands on county government. Data for 2017 shows Boone County with a population of 178,271, and Callaway County with a population of 48,512. Both counties have increased in population from 2016 to 2017.

According to information posted on the Juvenile Detention Alternatives Initiative (JDAI) Help Desk website (www.jdaihelpdesk.org), studies conducted on the juvenile justice system across the United States found the system to be “arbitrary, discriminatory, and ineffective”. Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990s, two out of every three youth who were detained went to detention centers which were overcrowded and which could not provide the programs and services mandated by law. Less than one-third of the youth were in detention for violent offenses and in 1995, two-thirds of the youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.

In 2018, there were a total of 153 13th Circuit youth admitted to detention producing an average daily population of 4.2 and an average length of stay in detention of 10 days. Youth of color made up 54% of the 13th Circuit youth detained during this period. The number of youth placed in detention has decreased slightly between 2017 and 2018. The number of youth held for felony person and misdemeanor person make up the largest number of youth in detention. The 13th Circuit has historically used the Missouri Juvenile Detention Assessment instrument to score every juvenile in custody. The 13th Circuit also has a very low over-ride rate, which indicates youth who are being detained are a risk to the community.

In addition to reviewing the 13th Circuit’s assessment tools for detention, in 2011, the 13th Circuit developed a Disproportionate Minority Contact Committee to look at racial disparity in the juvenile justice system through technical assistance from the Annie E. Casey Foundation, Missouri Juvenile Justice Association, and Office of State Courts Administrator. In 2008, a study was conducted by the Office of State Courts Administrator in conjunction with the Missouri Juvenile Justice Advisory Group, Missouri Department of Public Safety, and the Missouri Juvenile Justice Association. The study found that Boone County had a relative rate index (RRI) of 7.7 for African American youth referred to the juvenile justice system. According to this report, the relative rate index measures the over or under representation of minorities at certain contact points in the juvenile justice system.

In 2008, this relative rate index shows that African American youth were referred to the juvenile justice system in Boone County Missouri 7.7 times more than their Caucasian counterparts which can lead to over representation of youth of color in juvenile detention facilities. According to a Disproportionate Minority Contact data analysis report for Boone County, Boone County’s RRI was 4.8 in 2016. This is down from 5.4 in 2015. This indicates that the efforts through JDAI have had an impact on decreasing these numbers, but the 13th Circuit continues to strive to reach the statewide RRI of 2.8. As of the date of this report, RRI data for 2017 and 2018 is not available.

Admissions data for 2018 above illustrates that the top five reasons for detention were: 1) felony person, 2) misdemeanor person, 3) felony property, 4) drug offense, and 5) misdemeanor property. According to experts in the field of Juvenile Justice, professional standards suggest that secure detention should be used to make sure that the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in court. Prior to January 1, 2010, in the 13th Circuit, the decision to detain youth was at the discretion of 14 different deputy juvenile officers, leaving

the decision to detain or not, to be highly subjective. At that time, the 13th Circuit had guidelines to follow when making a decision to detain, however the reason to detain was based generally on criteria such as the offense committed, how cooperative the youth/parents were, whether or not they had a suitable adult to supervise them, and the need to hold youth accountable for their actions. All these factors could be influenced by the youth's attitude, pressure from law enforcement to authorize detention, the deputy juvenile officers' frustration in not knowing what else to do with the youth as well as the responsibility to public safety.

On January 1, 2010, the Thirteenth Circuit Juvenile Division began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom the juvenile office had in-person contact with. In 2012, the Missouri Juvenile Detention Assessment was implemented for all youth presented by law enforcement. The table below shows how many youth scored within each of the three risk levels on the form for the years 2015 to 2018.

Table 2: 13th Circuit JDTAs Administered 2012-2015

Year	High	Medium	Low	Total for Year
2015	105	145	514	762
2016	123	129	491	743
2017	98	128	429	655
2018	107	93	323	523

In 2018, there were 41 overrides of the JDTA instrument. This amounted to a total override rate of 7.8%. This percentage decreased from 2017, when our total override rate was 8.5%. JDAI focuses on the rate of those youth eligible for release or release with a detention alternative who were placed in detention. In 2018, our override to detention rate was 5%. This rate was lower than our projected goal of 10%. Our override rate continues to remain well below our projected goal and the maximum-recommended override rate. The use of the JDTA has greatly improved our process of determining which youth are appropriate for detention. In using the JDTA form, it has helped create an objective decision making process for all youth.

While the court has strived to work on creating and maintaining alternatives to detention, one major obstacle is funding. The circuit began providing GPS and Cell Unit Monitoring in March 2011, but found that this alternative was cost prohibitive for families. The court used Title II funds to help families who were determined indigent by the Court; however, this funding ended on September 30, 2012. Title II dollars were also used to pay for Shelter Care as an alternative to detention. The circuit has provided Shelter Care as an alternative to detention since April 1, 2010. OSCA began funding CIS, Shelter Care, some ERC services, and In-Home Detention in July 2013 through the Juvenile Alternatives to Detention Program Grant. Starting in July 2014 these programs were funded through the Juvenile Justice Program Assistance Grant which continues to the present. For fiscal year 2018, we ceased use of Shelter Care, due to under-utilization of the program and due to a decrease in funding. We still utilize CIS, ERC, and In-Home Detention.

Funds are being requested to continue to pay for the use of GPS and cell units for electronic monitoring for all youth placed on In-Home Detention through cell and GPS units as an alternative to detention and a sanction.

In terms of funding requested for the Evening Reporting Center, there are two major costs: Moral Reconciliation Therapy ("MRT"), and meals. The circuit has an agreement with Reality House

Programs, Incorporated, which provides a licensed therapist to facilitate MRT to the youth participating in the Evening Reporting Center at a cost of \$35.80 per unit, for two days a week. A unit is equivalent to 1 hour. MRT requires the use of workbooks for which funding is needed. MRT was originally covered through a diversionary grant through the Missouri Division of Youth Services; however, funding was depleted at the end of December 2014, and a Juvenile Justice Program Assistance Grant Amendment was submitted to allow it to be covered starting in January 2015 through the end of June 2015. This continues to be funded through the Juvenile Justice Program Assistance Grant. There are also costs associated with providing daily meals for the youth at the Evening Reporting Center. The circuit uses the United States Department of Agriculture Guidelines to provide cold meals for youth which consists of two slices of bread and youth's choices of either peanut butter and jelly, or sandwich meat; snack crackers; a fruit cup or pudding and a nutritious drink with appropriate daily values of vitamin C. The circuit requests minimal funding for Evening Reporting Center supplies such as paper plates, food preparation gloves, paper towels, cups, and wet wipes for food cleanup. In addition, youth do a variety of educational and art activities and the circuit requests funding for minimal art supplies such as paper, paint, markers, colored pencils, glue, and safety scissors for these activities.

In 2011, Crisis Intervention Services were developed to address situations involving youth in custody by law enforcement for domestic related status offenses or law violations as well as disruptive school behavior. The therapist makes recommendations for additional services for the families and a final meeting is held with the family, therapist, and Juvenile Office representative to ascertain the success of the program. The therapists who provide the Crisis Intervention Services have assisted families in scheduling therapy services for families, they have provided referrals for substance abuse assessments, and have assisted families in finding pro-social activities, both in the community and at the schools. In addition a stakeholder survey is completed by the family at the completion of the program. The therapist is then reimbursed at a rate of \$625 per family served. These services were funded through the Annie E. Casey Foundation until 2012, juvenile diversion funds were received through OSCA that helped the 13th Circuit continue to fund these services and now have been funded through the Juvenile Justice Program Assistance Grant since July 2014.

The 13th Circuit wants to continue to offer Crisis Intervention Services, a detention alternative that addresses the immediate crisis needs facing youth age 8-16, who are in custody with law enforcement for domestic related status or law violation offenses as well as for disruptive school behavior. CIS can also be used as a sanction for youth under supervision who are experiencing disruptive behavior in school or domestic issues in the home who may not be in the custody of law enforcement, but need a more immediate response to their current issues. CIS can also be used for youth whose parents have referred them to the Juvenile Officer.

The 13th Circuit used several of these alternatives to detention more frequently as a sanction for youth in 2018 who are already under the jurisdiction of the court as a means to address dangerous or problematic behaviors in lieu of placement at the Robert L. Perry Juvenile Justice Center for detention or evaluation. Currently, the circuit regularly uses both cell and GPS In-Home Detention as well as the Evening Reporting Center as sanctions for violations of a juvenile's supervision, which overall have been very successful in addressing problematic behaviors in lieu of detention. Also several youth who have scored a release on the Missouri Juvenile Detention Assessment, but had a supervisory approved override up, were assigned to the CIS program when a simple release back to the family was not seen as suitable by the Deputy Juvenile Officer, parent, and the youth, and more intervention was needed.

In 2011, the 13th Circuit researched and worked to establish a uniform sanctions grid to respond to technical probation violations. With the creation of the sanctions grid, the Evening Reporting Center and In-Home Detention are used to respond to serious and persistent technical probation violations such as persistent school problems, youth who run away from home for extended periods of time, and youth who fail to report to see their Deputy Juvenile Officer as directed on multiple, consecutive occasions. Multiple youth who had been detained at the Robert L. Perry Juvenile Justice Center were released at the detention hearings pre-adjudication to participate in several alternatives to detention such as CIS, ERC, and In-Home Detention once it was determined that further detention was not needed pending adjudication and disposition. Furthermore, several youth were released from the Robert L. Perry Juvenile Justice Center post-adjudication, pre-disposition, which were being evaluated on the program side of the Robert L. Perry Juvenile Justice Center. This allowed further evaluation of the youth in the community while participating in the Evening Reporting Center or In-Home Detention as a step down to a less secure environment, but with some restriction of movement and services in place.

Several youth have also participated in the Evening Reporting Center and In-Home Detention post-adjudication and post-disposition as a supervision sanction when it was determined that some problematic behaviors persisted that needed further restriction and monitoring, but did not rise to the level of detention or placement at the Robert L. Perry Juvenile Justice Center.

Target Population & Selection Process:

The 13th Circuit began participating in JDAI in October of 2009. It was not until January 1, 2010, that the 13th Circuit officially began using the Juvenile Detention Assessment (JDTA) to screen referrals to detention. Shortly thereafter, other JDAI core strategies were being researched and implemented in our circuit in efforts to reduce the unnecessary use of detention in the 13th Circuit and develop alternatives to detention for youth in the community.

A primary tool used by the Juvenile Division in delinquency and status offense cases is the Risk and Needs Assessment Form. A risk assessment is completed on juveniles at the point of intake and helps guide decision-making regarding disposition as well as an appropriate level of supervision. A risk/needs assessment is completed on all youth who receive a referral for status and delinquency offenses. Some of the information gathered for risk and needs is based on self-reporting information provided by parents and children as well as information gleaned from the juvenile's file. Each youth has a risk and needs level assigned which is also used in determining whether to use the Evening Reporting Center, In Home Detention, Crisis Intervention Services, or Shelter Care as a possible sanction to addresses referrals or inappropriate behaviors reported to the Juvenile Officer. A sanctions grid is employed by the 13th Judicial Family Court-Juvenile Division in determining the correct sanction for youth.

Our target population is any youth who is presented to the Juvenile Officer in custody by law enforcement, and who is subsequently assigned a score on the Missouri Juvenile Detention Assessment Form as well as any youth under Informal or Formal Supervision who has had violations of supervision and require an increased response to these violations according to the risk/needs assessment and graduated sanctions matrix.

Service Provider:

The 13th Circuit has been fortunate in that those agencies or individuals providing services for us have remained relatively stable over the past several years.

CIS: We continue to partner with two local counseling agencies to provide Crisis Intervention Services. Ellis and Associates and Affinity Counseling each provide us with a therapist that is a licensed therapist in the state of Missouri and has a master's level of education. Sarah Gray of Ellis and Associates has been providing CIS services for us since 2011. She has a Masters in Educational Psychology and is a Licensed Professional Counselor in the state of Missouri, having practiced therapy for over ten years. In addition Dr. Jacqueline Ellis, the founder and owner of Ellis and Associates, has a Doctorate in Educational Psychology and is a Licensed Psychologist in the state of Missouri. Another employee of Ellis and Associates, Pat Burns, who also offers advice on CIS cases, has a Masters in Clinical Social Work and is a Licensed Clinical Social Worker in the state of Missouri. It should be noted, as of January 1, 2019, Dr. Ellis has retired, and will no longer be providing services to families through the CIS program. Sarah Gray will continue to provide those services. Tanya Weigand also has been providing CIS services for us since 2011 through her company Affinity Counseling, LLC. She has a Masters in Clinical Social Work and is a Licensed Clinical Social Worker in the state of Missouri. Our current CIS partners have been very consistent in their services.

GPS/Cell Monitoring: The 13th Circuit continues to partner with Behavioral Interventions, Incorporated for all of our In Home Detention Monitoring needs for well over a decade and we continue to receive consistent and innovative monitoring services from this business agency. For further information regarding their services, please review their website at www.bi.com.

Evening Reporting Center: Reality House Programs, Incorporated continues to provide us with Moral Reconciliation Therapy at our Evening Reporting Center. Blair Campier is a certified provider of both adult and juvenile MRT services. We have partnered with Reality House programs for this service since 2012. We also partner with multiple agencies in the Columbia/Boone County area to provide many other services free of charge as mentioned previously such as Compass Health, Incorporated, Daniel Boone Regional Library, Urban Agriculture, True North, Youth Empowerment Zone, Columbia Police Department, Missouri Highway Patrol, Boone County Sheriff's Department, the Columbia/Boone County Health Department, and several others as noted in our resource provider list.

Number of Youth Served and Hours of Service:

CIS: The circuit estimates that approximately thirteen youth and families would be served at \$625 per youth/family, which comes to \$8,125. Specifically, this breaks down to each family receiving approximately nine hours of service weekly for two weeks, giving each family approximately eighteen hours of crisis intervention services. This figures out to an hourly rate of \$34.72. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service. This would be a total of 234 estimated hours of service during the grant period.

The circuit arrived at this estimate because during the previous grant cycle, the circuit had nine youth referred to the CIS program and six youth who actually participated. Due to the reduction in grant funds for the 2018 fiscal year, we curtailed use of CIS, as we determined ERC and In-Home Detention were more beneficial, so we wanted the bulk of funds spent on those programs. During the current grant cycle, we had two families referred to the program, with one family participating in and completing the program. We plan to continue using this program as a sanction for youth who are having difficulties in the home, whose behaviors have led to a referral to the Juvenile Officer. The clinicians who provide services for this program dedicate a minimum

of 16 direct-service hours to the family they are serving. The clinician provides the services for approximately 30 days. Over the years, his program is used more frequently for families in Callaway County, due to the lack of services in Callaway County, compared to Boone County.

GPS/Cell Unit Monitoring:

One of our case processing goals is to have all youth placed on in-home detention be released from the program within fourteen days. It is our Circuit's policy and practice to release youth at their first court appearance if they have had no problems or concerns while on in-home detention. The circuit continues to have the goal of setting each of these youth for first appearance within fourteen days of being placed on in-home detention. During the current grant year, July 1 through the present, the average number of days youth have been placed on home detention as an alternative to detention has been approximately eighteen, which is an increase of one day from the previous grant year, and slightly above our goal on the in-home detention program. It should be noted we had fewer participant this year who were unsuccessful on the program, therefore, our number of average days is expected to be higher. Our Circuit continues to have the goal of putting more of our technical probation violators who are in custody and who score detention on GPS or Cell Unit Monitoring, instead of those youth having to be placed in detention. If they are placed in detention, the Circuit looks to immediately release them at their detention hearing on in-home detention until their next court appearance. For the current grant year and for the coming year, we will be looking to cover all youth placed on In-Home Detention as an alternative to detention and post adjudication/post disposition sanction. Based on current usage patterns, we estimate providing 1180 days of Cell Unit Monitoring or GPS monitoring for approximately twenty days each to fifty-nine youth based on current usage patterns.

Evening Reporting Center: We would like to continue funding Moral Reconciliation Therapy through the Juvenile Justice Programming Assistance Grant as it is such an integral part of the programming at the Evening Reporting Center and would allow for greater continuity of programming and costs. Moral Reconciliation Therapy is an evidenced-based model of treatment. So far during this grant period, five youths have participated in the Evening Reporting Center, with an average number of days of 27.6. There are currently two youth participating in the Evening Reporting Center, who are reflected in this number. We would look to continue the use of this program as not only an alternative to detention, but also as a sanction for youth. This would entail each youth participating in MRT therapy two days a week for approximately five sessions or ten units in two weeks. MRT therapy is \$35.80 per unit or per one-hour session. Sessions are 1.5 units or \$53.70 per daily session or \$537 for ten units in a two-week period. The cost of MRT per youth increases as fewer youth participate, as it is a group therapy method. It will be our goal to have at least two youth at the ERC when it is being used. MRT workbooks are \$25.00 for each youth for a cost of \$500 for 20 youth.

We anticipate a consistent use of this program not only as an alternative to detention, but also as a sanction for youth to remain in the community with closer supervision and treatment as we have streamlined usage of the program so that youth who are referred to the Evening Reporting Center as a sanction no longer require a court order to participate. In addition, youth under Informal Supervision are now allowed to participate as a sanction for behaviors.

Fidelity Plan:

The 13th Judicial Circuit uses two main ways to ensure adequate utilization of each service. For youth who are presented to the Juvenile Officer in the custody of law enforcement and who

subsequently score between 10-14 on the JDTA, which would indicate an alternative to detention, the deputy juvenile officer must consider an alternative to detention such as In-Home Detention, the Evening Reporting Center, Crisis Intervention Services, a Conditional Release, or some other community alternative such as mental health treatment. In the event the deputy juvenile officer feels that an alternative to detention is not appropriate, an override up or down must be obtained from a supervisor with an explanation of why an override of the JDTA score is recommended.

Next, for youth who are under informal or formal supervision of the court, if the deputy juvenile officer has reviewed a youth's risk/needs score and consulted with the graduated sanctions matrix, the Deputy Juvenile Officer must obtain permission from a supervisor prior to placing a juvenile in one of the programs listed above. The deputy juvenile officer must also request permission prior to submitting a petition or motion to modify for filing in court to determine whether a sanction such as the ones listed above would be more appropriate than a formal filing in court. These methods help to ensure that youth are receiving the appropriate alternative to detention or sanction for the presenting behavior.

Day Treatment Program This year, we are again including in our request, funding for our Day Treatment Program. It is an alternative educational program offered since the 2015-2016 school year at the Robert L. Perry Juvenile Justice Center and in cooperation with the Columbia Public Schools. The Day Treatment Program follows the Columbia Public Schools calendar and is in session during the regular school year, Monday through Friday, from 8:15am to 3:15pm. The program provides support, supervision, and educational and therapeutic programs in a structured environment for the purpose of maintaining youth in the community. Youth who are referred to the Day Treatment Program will be provided an education, supervision, tutoring assistance with school homework assignments, programming, and breakfast and lunch. Through the Day Treatment Program, youth are expected to demonstrate appropriate school behaviors and are encouraged to make good character choices, all in a safe environment.

Youth referred to the Day Treatment Program at the Robert L. Perry Juvenile Justice Center are Wards of the Court and can be referred by school staff or their Deputy Juvenile Officer. Youth can be referred for several different issues, including being suspended or expelled from their Columbia Public Schools home school location due to a serious offense, having significant truancy issues for a variety of reasons, and other behavioral circumstances. The Day Treatment Program can also be used as an educational transition from school at the detention center as a resident is returning to the community and attending the small-scale school setting, before returning to their home school. The length of participation varies from youth to youth, anywhere from a few weeks to a full school year.

Need for the Program:

Providing a youth involved with the juvenile justice system an education in a safe environment has been linked to decreases in rates of recidivism and a better educational experience, including successful reintegration into the community upon leaving detention. One study found that only 12% of formerly detained youth complete a high school degree or GED after being released from detention. Youth in the 13th Circuit were leaving detention and facing extended suspensions or expulsions from their home schools and without an option to continue their education in a traditional setting. Some students qualified for homebound instruction, which included approximately five hours of educational instruction per week. The majority of the youth detained were significantly behind in their academic progress; anywhere from one to two semesters behind in earning credits. One study found that 65% of youth admitted to detention had special education needs. Problems such as low achievement, vocabulary, and verbal reasoning increased

delinquency predictions by 27%. Furthermore, while the average age of a youth in detention is 15 1/2, the average reading level is 4th grade.

During the last half of the 2015-2016 school year, the Day Treatment Program was started at the Robert L. Perry Juvenile Justice Center to address the lack of an educational program available to Wards of the Court facing extended suspensions and expulsions. Youth accepted into the program attend a full school day at the facility, but then return to their home in the community outside of school hours. Youth are able to participate in an online credit recovery program under the supervision and guidance of teaching staff with the Columbia Public Schools. All of the educational materials needed to participate are provided to the youth. The current program allows for ten Day Treatment students to participate. This small number is due to the supervision and educational assistance necessary to maintain a safe and secure educational environment for the youth. During the 2015-2016 school year, 16 youth were referred. During the 2016-2017 school year, 18 youth were referred. During the 2017-2018 school year, 13 youth were referred. For those thirteen youth, they completed 6 credits during their time in Day Treatment. So far, during the 2018-2019 school year, 16 youth were referred. For the first semester of the 2018-2019 school year, the youth completed 8 credits. Several youth begin the program and remain in the program for a full semester or up to a year.

Youth participating in the program thrive in the small class setting and the supervision and structure of the facility. Youth work at their own pace with the PLATO online credit recovery program and are able to pass a full semester course within 2-3 weeks. This option has allowed several youth in the program to recover lost credits and any work they start can be transitioned to their home school. Youth, their families, school officials, and 13th Circuit staff have seen the benefit of the Day Treatment Program educational option. Currently, the need for more than five student spots has outgrown the means to provide adequate supervision and educational support. Funds are being requested so that we can continue to provide this beneficial program to all youth that are referred and in need of an alternative educational setting. The Columbia Public Schools is researching means to provide an additional teacher for the program, however the need for an additional facility staff member to provide supervision and tutoring to a growing number of Day Treatment students will be needed.

Service Provider:

Columbia Public Schools provides the qualified teaching staff for the Robert L. Perry Juvenile Justice Center and the Day Treatment Program students. Currently, there are four different classrooms in the facility. There are two full-time teachers and one full-time instructional aide; with one of those full-time teachers dedicated to students in the Day Treatment Program.

Number of Youth Served and Hours of Service:

Based on the number of referrals received for youth to participate in the Day Treatment Program, we would like to have ten students, at any one time, in the Day Treatment Program. Depending on the length of participation by the student, the Day Treatment Program could provide services to an estimated 10-25 youth per school year. Funding is being sought to request a new county employee be reimbursed to provide supervision and tutoring of the Day Treatment Program students. There is a need for these services for approximately 7 hours per school day. There are approximately 172 days of school. The rate of a Program Assistant Tutor is \$10.24 per hour. We would request \$12,328.96. In the alternative, we would request funding for approximately 4 hours per school day. This would amount to \$7,045.12

Fidelity Plan:

Youth (and their parents) referred to the Day Treatment Program by their Deputy Juvenile Officer or Columbia Public School officials complete an interview for participation. The youth's educational records including attendance, grades/credits earned, special education needs, and behaviors are reviewed. If accepted, the Court is made aware of and approves of the youth's participation. The youth sets educational and behaviors goals, which is monitored by school and facility staff during their participation. The youth will also be instrumental in creating a plan of transition from the Day Treatment Program to their home school.

Budget Narrative:

Day Treatment Program: We would like to have up to ten students in the program, at any one time. Depending on the length of participation in the program, it is estimated that 10-25 youth could participate in a school year. For the expansion of this program, a Program Assistant Tutor would be needed to provide the additional supervision and educational support to these students. There is a need for these services for approximately 7 hours per school day. There are approximately 172 days of school. The rate of a Program Assistant Tutor is \$10.24 per hour. We would request \$12,328.96. In the alternative, we would request funding for approximately 4 hours per school day. This would amount to \$7,045.12.

As a new program request, we have prioritized funding of the Day Treatment Program below the already existing programs that have been established and funded in years past. To fully fund the Day Treatment Program as previously mentioned, the \$12,328.96 would push our total amount requested beyond the initial limit of \$25,000.00 per jurisdiction. Therefore, we would alternately proposed a partially-funded Day Treatment Program at \$7,045.12 to keep within the \$25,000.00 limit. We would request the difference in funding (\$5,283.84) in the event that other jurisdictions do not use their funding.

Budget Narrative:

CIS: \$625/juvenile and family x 13 juvenile/families = **\$8,125**. This breaks down to approximately 18 hours of counseling and crisis services from a provisionally or fully licensed clinical social worker or professional counselor over a two-week period at \$34.72/hour. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

GPS/Cell Unit Monitoring: \$4.24/day x 658 days of Cell Unit Monitoring = \$2,789.92 and \$4.35/day x 168 days of GPS monitoring = \$730.80 for a total of **\$3,520.72**. The circuit estimates providing 658 days of Cell Unit Monitoring to 47 youth for approximately 14 days each which comes to \$59.36 per youth. The circuit also estimates providing 168 days of GPS monitoring to 12 youth for approximately 14 days each which comes to \$60.90 per youth.

Evening Reporting Center: The cost per youth is \$172.29, which includes \$147.29 for MRT per youth, and \$25.00 for an MRT workbook per youth. Therefore with 20 youth at \$172.29 for each youth. = **\$3,445.80**

Prioritization: Our prioritization would be to fund CIS, GPS/Cell Unit Monitoring, and Evening Reporting Center first, and the partial Day Treatment Program. If additional funds are available, we would request funding for the full Day Treatment Program.

Summarization:

CIS: \$8,125.00
GPS/Cell Unit Monitoring: \$3,520.72
Evening Reporting Center: \$3,445.80
Partially-funded Day Treatment Program: \$7,045.12

Total Funding Request for these programs: **\$22,136.64**
Funding Request for additional funds for Day Treatment: **\$5,283.84**

County Treasurer to which all reimbursements will be made:
Tom Darrough, Boone County Treasurer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 19

County of Boone } ea.

In the County Commission of said county, on the

30th

day of

July

20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Road & Bridge department to correct the Class 1 Personnel budget.

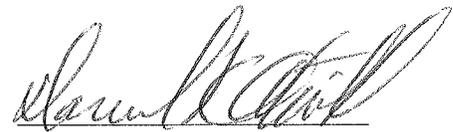
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	10325	Road & Bridge	Disability Insurance		6,989
2040	10330	Road & Bridge	Dependent Health Prem.		43,780
2040	10331	Road & Bridge	Dependent Dental Prem.		3,829
2040	10350	Road & Bridge	Life Insurance		3,456
2040	10375	Road & Bridge	Employee Dental Insur.		19,320
2040	10400	Road & Bridge	Workers Comp		104,962
2040	10500	Road & Bridge	401 (A) Match Plan		24,960
2040	10900	Road & Bridge	Tool Allowance		5,250
					212,546

Done this 30th day of July 2019.

ATTEST:



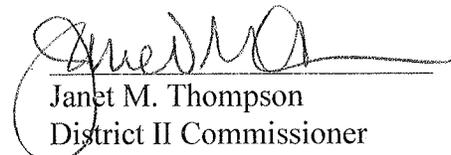
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

To: County Clerk's Office
Comm Order # 317-2019
Please return purchase req with budget up to Auditor's Office.

7/1/19
EFFECTIVE DATE

FOR AUDITORS USE

(Use whole \$ amounts)
Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2040	10325	Road & Bridge	Disability Insurance		6,989
2040	10330	Road & Bridge	Dependent Health Premium		43,780
2040	10331	Road & Bridge	Dependent Dental Premium		3,829
2040	10350	Road & Bridge	Life Insurance		3,456
2040	10375	Road & Bridge	Employee Dental Insurance		19,320
2040	10400	Road & Bridge	Workers Comp		104,962
2040	10500	Road & Bridge	401 (A) Match Plan		24,960
2040	10900	Road & Bridge	Tool Allowance		5,250
				-	212,546

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Correct Class 1 Personnel Budget for Dept. 2040 Road & Bridge Maintenance. Several class 1 amounts for positions covered under the CBA did not transfer to the budget file and were omitted from the budget. The program has been updated for future budget years. *COER CLASS 1 BUDGET PROC ERROR*

Auditor's Office
Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- N/A* A schedule of previously processed Budget Revisions/Amendments is attached
 A fund-solvency schedule is attached.
 Comments: AGENDA

Cg

Auditor's Office
PRESIDING COMMISSIONER

[Signature]

DISTRICT I COMMISSIONER

[Signature]

DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing

From Personnel Detail Report

	Administration	Union	Auditor Adjustment	Total	Budget	Difference	Budget Amendment Amount
10100 Salaries & Wages	\$ 538,621.47	\$ 1,941,190.78	\$ -	\$ 2,479,812.25	\$ 2,479,812.00	\$ (0.25)	\$ -
10110 Overtime	\$ 65,830.00	\$ -	\$ -	\$ 65,830.00	\$ 65,830.00	\$ -	\$ -
10120 Holidays	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10125 Family Holiday Worked	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10200 FICA	\$ 46,240.56	\$ 153,537.13	\$ 169.00	\$ 199,946.69	\$ 199,946.00	\$ (0.69)	\$ -
10300 Employee Health Insurance	\$ 42,384.00	\$ 245,448.00	\$ -	\$ 287,832.00	\$ 287,832.00	\$ -	\$ -
10310 H S A Contribution	\$ 4,800.00	\$ 16,800.00	\$ -	\$ 21,600.00	\$ 21,600.00	\$ -	\$ -
10325 Disability Insurance	\$ 1,831.25	\$ 6,988.29	\$ -	\$ 8,819.54	\$ 1,831.00	\$ (6,988.54)	\$ 6,989.00
10330 Dependent Health Premium	\$ 22,108.32	\$ 43,779.36	\$ -	\$ 65,887.68	\$ 22,108.00	\$ (43,779.68)	\$ 43,780.00
10331 Dependent Dental Premium	\$ 1,619.52	\$ 3,828.24	\$ -	\$ 5,447.76	\$ 1,619.00	\$ (3,828.76)	\$ 3,829.00
10350 Life Insurance	\$ 648.00	\$ 3,456.00	\$ -	\$ 4,104.00	\$ 648.00	\$ (3,456.00)	\$ 3,456.00
10375 Employee Dental Insurance	\$ 3,360.00	\$ 19,320.00	\$ -	\$ 22,680.00	\$ 3,360.00	\$ (19,320.00)	\$ 19,320.00
10400 Workers Comp	\$ 25,061.94	\$ 104,961.07	\$ -	\$ 130,023.01	\$ 25,061.00	\$ (104,962.01)	\$ 104,962.00
10500 401 (A) Match Plan	\$ 4,680.00	\$ 24,960.00	\$ -	\$ 29,640.00	\$ 4,680.00	\$ (24,960.00)	\$ 24,960.00
10510 CERF- Employer Paid Contributor	\$ -	\$ -	\$ 29,780.00	\$ 29,780.00	\$ 29,780.00	\$ -	\$ -
10800 Uniform Allowance	\$ -	\$ -	\$ 10,450.00	\$ 10,450.00	\$ 10,450.00	\$ -	\$ -
10850 Vehicle Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10900 Tool Allowance	\$ -	\$ 5,250.00	\$ -	\$ 5,250.00	\$ -	\$ (5,250.00)	\$ 5,250.00
10910 Safety Equipment Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 757,185.06	\$ 2,569,518.87	\$ 40,399.00	\$ 3,367,102.93	\$ 3,154,557.00	\$ (212,545.93)	\$ 212,546.00

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LEDGER YEAR	DEPT	Department Name	ACCOUNT CLASS	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	ACTUAL REV/EXP	REMAINING BALANCE
2019	2040	RB-MAINTENANCE OPERA	10000	10100	SALARIES & WAGES	2,479,812.00	2,479,812.00	660,122.12	1,819,689.88
	2040	RB-MAINTENANCE OPERA		10110	OVERTIME	65,830.00	65,830.00	99,220.53	33,390.53-
	2040	RB-MAINTENANCE OPERA		10200	FICA	199,946.00	199,946.00	56,217.03	143,728.97
	2040	RB-MAINTENANCE OPERA		10300	HEALTH INSURANCE	287,832.00	287,832.00	69,302.00	218,530.00
	2040	RB-MAINTENANCE OPERA		10310	COUNTY HSA CONTRIB	21,600.00	21,600.00	7,350.00	14,250.00
	2040	RB-MAINTENANCE OPERA		10325	DISABILITY INSURAN	1,831.00	1,831.00	2,780.34	949.34-
	2040	RB-MAINTENANCE OPERA		10330	CNTY PD DEPENDENT	22,108.00	22,108.00	14,001.72	8,106.28
	2040	RB-MAINTENANCE OPERA		10331	CNTY PD DEPENDENT	1,619.00	1,619.00	1,220.76	398.24
	2040	RB-MAINTENANCE OPERA		10350	LIFE INSURANCE	648.00	648.00	1,313.51	665.51-
	2040	RB-MAINTENANCE OPERA		10375	DENTAL INSURANCE	3,360.00	3,360.00	5,528.35	2,168.35-
	2040	RB-MAINTENANCE OPERA		10400	WORKERS COMP	25,061.00	25,061.00	123,157.34	98,096.34-
	2040	RB-MAINTENANCE OPERA		10500	401(A) MATCH PLAN	4,680.00	4,680.00	6,265.00	1,585.00-
	2040	RB-MAINTENANCE OPERA		10510	CERF-EMPLOYER PD C	29,780.00	29,780.00	10,053.49	19,726.51
	2040	RB-MAINTENANCE OPERA		10800	UNIFORM ALLOWANCE	10,450.00	10,450.00	9,775.00	675.00
	2040	RB-MAINTENANCE OPERA		10900	MECHANIC TOOL ALLO		.00	791.27	791.27-
					TOTAL	3,154,557.00	3,154,557.00	1,067,098.46	2,087,458.54
					TOTAL	3,154,557.00	3,154,557.00	1,067,098.46	2,087,458.54

*** END OF REPORT ***

Fund Statement - Road & Bridge Fund 204 and 208 Combined (Major Fund)

	2017 Actual	2018 Budget	2018 Estimated	2019 Budget
FINANCIAL SOURCES:				
Revenues				
Property Taxes	\$ 1,542,304	1,603,100	1,571,078	1,610,500
Assessments	-	-	-	-
Sales Taxes	14,856,648	14,831,000	14,862,400	14,904,000
Franchise Taxes	-	-	-	-
Licenses and Permits	15,684	10,600	8,749	8,925
Intergovernmental	1,387,200	3,114,860	2,791,749	1,272,370
Charges for Services	34,170	37,155	33,555	36,405
Fines and Forfeitures	-	-	-	-
Interest	116,485	185,605	217,745	217,605
Hospital Lease	-	-	-	-
Other	42,017	18,300	37,618	25,800
Total Revenues	17,994,508	19,800,620	19,522,894	18,075,605
Other Financing Sources				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	322,660	133,726	155,458	64,905
Total Other Financing Sources	322,660	133,726	155,458	64,905
Fund Balance Used for Operations	-	329,576	-	6,549,074
TOTAL FINANCIAL SOURCES	\$ 18,317,168	20,263,922	19,678,352	24,689,584
FINANCIAL USES:				
Expenditures				
Personal Services	\$ 4,113,534	4,514,144	4,154,170	4,396,822
Materials & Supplies	1,726,498	2,097,545	1,754,704	2,005,367
Dues Travel & Training	27,521	49,310	29,504	46,727
Utilities	100,869	114,366	111,904	109,074
Vehicle Expense	474,369	591,038	540,159	578,316
Equip & Bldg Maintenance	230,997	325,736	290,940	273,872
Contractual Services	9,015,359	10,441,166	9,154,309	12,075,240
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	250,000	-	250,000
Other	502,492	758,976	760,320	854,481
Fixed Asset Additions	787,064	1,121,641	1,064,201	599,685
Total Expenditures	16,978,703	20,263,922	17,860,211	21,189,584
Other Financing Uses				
Transfer Out to other funds	-	-	-	3,500,000
Early Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Uses	-	-	-	3,500,000
TOTAL FINANCIAL USES	\$ 16,978,703	20,263,922	17,860,211	24,689,584
FUND BALANCE:				
FUND BALANCE (GAAP), beginning of year	\$ 13,260,721	14,917,327	14,917,327	16,332,262
Less encumbrances, beginning of year	(85,065)	(403,206)	(403,206)	-
Add encumbrances, end of year	403,206	-	-	-
Fund Balance Increase (Decrease) resulting from operations	1,338,465	(329,576)	1,818,141	(6,549,074)
FUND BALANCE (GAAP), end of year	14,917,327	14,184,545	16,332,262	9,783,188
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(7,000,000)	(9,000,000)	(9,000,000)	(7,000,000)
NET FUND BALANCE, end of year	\$ 7,917,327	5,184,545	7,332,262	2,783,188
Net Fund Balance as a percent of expenditures	46.63%	25.59%	41.05%	13.13%

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 19

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Road & Bridge department to increase funds for additional rock needed.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2040	26200	Road & Bridge	Rock		430,000
					430,000

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Caryn Ginter

From: Greg Edington
Sent: Wednesday, July 10, 2019 2:23 PM
To: Caryn Ginter
Subject: Anticipated additional Rock purchases for Budget Amendment

Caryn:

We have approximately \$120,000 left in 2040-26200. It looks like we could utilize up to \$100,000 to re-rock all of the flooded roads once the water subsides. There are a few areas that are on levees that are non-existent in parts, we will have to wait for the levee associations or levee boards to fix them to be able to apply rock. We also may qualify for FEMA funding but that is uncertain. If we do qualify then we may see an 80% return in funding (not just material but labor and equipment expense).

In a normal weather year, we usually expend approximately \$450,000 for rock from July to December. 450,000 minus 120,000 plus 100,000 would put the amendment amount at \$430,000.

We will still need the available funding in 2040-26201 (vendor hauled rock) for planned projects.

The reason for the need for additional funding was caused by the uncharacteristically wet winter coupled with highly variable temperatures (freeze/thaws) at the worst possible times and additionally the pending flood repair work.

If this does not make sense or needs additional thought, please let me know.

Thanks,
Greg

Fund Statement - Road & Bridge Fund 204 and 208 Comt

	2018 Actual	2019 Budget
FINANCIAL SOURCES:		
Revenues		
Property Taxes	\$ 1,577,547	1,610,500
Assessments	-	-
Sales Taxes	14,741,859	14,904,000
Franchise Taxes	-	-
Licenses and Permits	10,393	8,925
Intergovernmental	2,783,635	1,272,370
Charges for Services	32,559	36,405
Fines and Forfeitures	-	-
Interest	264,313	217,605
Hospital Lease	-	-
Other	32,843	25,800
Total Revenues	19,443,149	18,075,605
Other Financing Sources		
Transfer In from other funds	-	-
Proceeds of Long-Term Debt	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	45,193	64,905
Total Other Financing Sources	45,193	64,905
Fund Balance Used for Operations	-	6,379,389
TOTAL FINANCIAL SOURCES	\$ 19,488,342	24,519,899
 FINANCIAL USES:		
Expenditures		
Personal Services	\$ 4,119,938	4,396,822
Materials & Supplies	1,891,376	2,435,367
Dues Travel & Training	22,008	46,727
Utilities	100,190	109,074
Vehicle Expense	572,211	578,316
Equip & Bldg Maintenance	329,355	273,872
Contractual Services	8,805,060	12,075,240
Debt Service (Principal and Interest)	-	-
Emergency	-	250,000
Other	506,322	854,481
Fixed Asset Additions	1,059,918	-
Total Expenditures	17,406,378	21,019,899
Other Financing Uses		
Transfer Out to other funds	-	3,500,000
Early Retirement of Long-Term Debt	-	-
Total Other Financing Uses	-	3,500,000
TOTAL FINANCIAL USES	\$ 17,406,378	24,519,899
 FUND BALANCE:		
FUND BALANCE (GAAP), beginning of year	\$ 14,917,328	16,811,960
Less encumbrances, beginning of year	(403,205)	(215,873)
Add encumbrances, end of year	215,873	-
Fund Balance Increase (Decrease) resulting from operations	2,081,964	(6,379,389)
FUND BALANCE (GAAP), end of year	16,811,960	10,216,698
Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year	(9,000,000)	(7,000,000)
NET FUND BALANCE, end of year	\$ 7,811,960	3,216,698
 Net Fund Balance as a percent of expenditures	 44.88%	 15.30%

319-2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

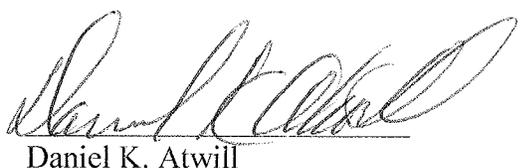
Now on this day, the County Commission of the County of Boone does hereby approve the attached Animal Control Enforcement Cooperative Agreement between Boone County and the City of Ashland.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

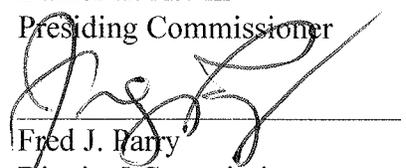
Done this 30th day of July 2019.

ATTEST:

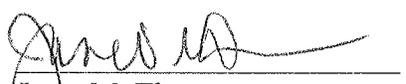
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Barry
District I Commissioner



Janet M. Thompson
District II Commissioner

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

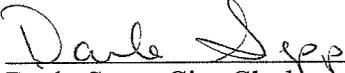
Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

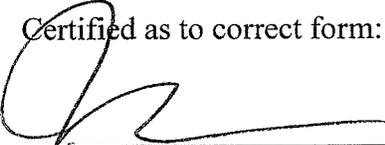
Dated this 2nd day of July, 2019.


Gene Rhorer, Mayor

Attest:


Darla Sapp, City Clerk

Certified as to correct form:


Jeffrey Kays, City Attorney

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein “County”) and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein “City”);

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following “Animal Control Codes”:
 - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2019 through June 6, 2020, City agrees to pay County a rate of \$40.52 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2020, they will enter into a new, written agreement.

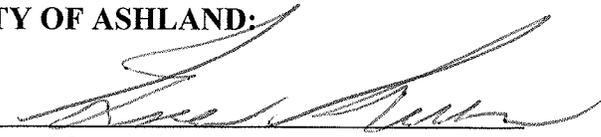
5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

CITY OF ASHLAND:

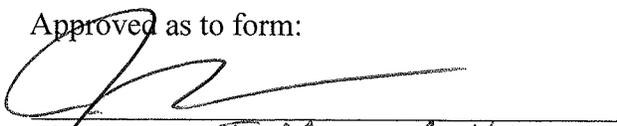
By: 

Mayor

ATTEST:


City Clerk

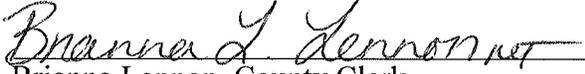
Approved as to form:


City Attorney Jeffrey R. Kays

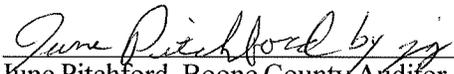
BOONE COUNTY, MISSOURI:

By 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Brianna Lennon, County Clerk

AUDITORACKNOWLEDGEMENT
FOR BUDGET PURPOSES:


June Pitchford, Boone County Auditor
Revenue - 1730-3528

Approved as to form:


C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the 30th day of July 20 19

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 39-26JUN19 – Sodium Chloride (Rock Salt) Term and Supply to Independent Salt Company of Kanopolis, Kansas.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 30th day of July 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 22, 2019
RE: **39-26JUN19 – Sodium Chloride (Rock Salt) Term and Supply**

39-26JUN19 – Sodium Chloride (Rock Salt) Term and Supply opened on June 26, 2019. Two (2) bids were received. Road & Bridge recommends award by low bid to Independent Salt Company of Kanopolis, Kansas.

This was cooperatively bid through the Mid-Missouri Public Purchasing Cooperative for which Boone County Purchasing is the lead agency for this Sodium Chloride Term and Supply Request for Bid. The City of Columbia, University of Missouri-Columbia, City of Hallsville, and City of Centralia are members who also participated in this Term and Supply Request for Bid.

Cost of the Boone County contract for will be paid from Department 2040 – Maintenance Operations, Account 26302 - Road Salt. The 2019 budget is \$200,000.00.

att: Bid Tab

cc: Greg Edington – Road & Bridge
Bid File

39-26JUN19 - SODIUM CHLORIDE (ROCK SALT) - TERM & SUPPLY

BID TABULATION			Independent Salt Company		Compass Minerals	
Base Bid	Bid Item	Qty- tons	Unit Price	Extended Price	Unit Price	Extended Price
1	Sodium Chloride for Pre Fill	6111	\$75.00	\$458,325.00	\$88.62	\$541,556.82
	List Name and Source of Supply:		Independent Salt Company - Kanopolis, KS		Louisiana, MO Depot Cote Blanche, LA Mine	
2	Sodium Chloride for Replenishment	2956	\$78.00	\$230,568.00	\$88.62	\$261,960.72
	List Name and Source of Supply:		Independent Salt Company - Kanopolis, KS		Louisiana, MO Depot Cote Blanche, LA Mine	
Bid Option for 2nd 12-mo term:	Bid Item		Maximum Percentage (%) Increase		Maximum Percentage (%) Increase	
3	Sodium Chloride for <u>Pre-Fill</u>		7%		10%	
4	Sodium Chloride for <u>Replenishment</u>		7%		10%	
5	Restrictions for deliveries less than 100 tons?		None		23-25 Ton minimum	
6	Bid Bond Included (5%)		Y		Y	
Cooperative-	Cooperative Purchasing for other government entities:		N		N	

NO BIDS

Veritiv
 Central Salt
 Morton Salt

**PURCHASE AGREEMENT
FOR
SODIUM CHLORIDE TERM AND SUPPLY**

THIS AGREEMENT dated the 30th day of July 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Independent Salt Company**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Sodium Chloride (in bulk)**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Sodium Chloride Term and Supply, bid number **39-26JUN19**, Mid-Missouri Public Purchasing Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, the RFB Vendor Response Form, Vendor's Response and E-Verify documents. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Instructions and General Conditions, General Provisions, Specifications for Sodium Chloride, and the un-executed Vendor Response Forms, shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall be for the period effective from **date of award through June 30, 2020**. This agreement may be extended beyond the expiration date by written order of the County for one (1) additional 12-month period subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with **Sodium Chloride in Bulk quantities** at the prices quoted in the Vendor's Bid Response for Pre-Fill and optional Replenishment needs. The Sodium Chloride shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - For the initial contract period ending June 30, 2020, Boone County requires Two Thousand Five Hundred (2,500) tons of Sodium Chloride in Pre-Fill quantities, including One Thousand Five Hundred (1,500) at the Tom Bass facility and One Thousand (1,000) at the North facility. Any Replenishment orders placed during this contract period will be delivered within 15 calendar days from receipt of order. Quantities for replenishment are estimates and will increase or decrease depending on severity of winter season.

5. Billing and Payment - Contractor shall submit itemized invoices to Boone County Public Works Department for the completion of deliverables and shall be paid in accordance with the firm, fixed prices stated in the Vendor's Response upon acceptance of delivery by Boone County Public Works Department's designated representative. No additional fees for delivery, or extra services not included in the bid response, or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Compliance with applicable law- Contractor shall comply with all applicable federal, state, and local laws with regard to this Agreement and failure to do so, in County's sole discretion, shall give the County the right to terminate this contract.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

9. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

INDEPENDENT SALT COMPANY

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Chris Tully
 0D5D541FDFEE481...
 Title Sales Manager

By: Boone County Commission
 DocuSigned by:
Daniel K. Hall
 5A4B3A1CE76E4F8
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Charly J. Duffane
 by: [Signature]
 88F4100D70AC44F
 County Counselor

DocuSigned by:
Brianna L Lennon by MT
 7D62DA986E76485
 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Gene E. Pritchard by [Signature]
 No Electronic Signature
 84244D...

7/22/2019

2040/26302 - Term/Supply
Appropriation Account

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Sheet 13

Bid Number: 39-26JUN19

MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE

Prices shall be quoted FOB Destination, for truck delivery

BID PRICES:

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
BASE BID:				
1. SODIUM CHLORIDE (<i>Pre-Fill</i>)	Tons	6,111	\$ 75.00/ton	\$ 458,325.00
Boone County (Tom Bass):		1,500 tons		
Boone County (North Facility):		1,000 tons		
City of Columbia quantity:		3,500 tons		
City of Centralia quantity:		25 tons		
University of Missouri:		75 tons		
City of Hallsville:		11 tons		

List Name and Source of Supply: INDEPENDENT SALT COMPANY - KANOPOLIS, KS

DELIVERY for Pre-Fill quantities to begin as soon as practicable after award and receipt of order and be completed no later than October 31, 2017.

2. SODIUM CHLORIDE (<i>Replenishment</i>)	Tons	2,956	\$78.00 /ton	\$ 230,568.00
(These are estimated quantities and orders may be more or less than listed herein to meet operating needs of the participating agencies)				
Boone County quantity:		1000 tons		
City of Columbia quantity:		1500 tons		
City of Centralia quantity:		50 tons		
University of Missouri:		400 tons		
City of Hallsville:		6 tons		

List Name and Source of Supply: INDEPENDENT SALT COMPANY - KANOPOLIS, KS

DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

RENEWAL: Bidders may quote a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year for furnishing bulk Sodium Chloride 'delivered' as specified herein, for a second 12-month contract period immediately following completion of the first 12 months. If bidder elects to bid a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year 'delivered' for a second term, the price shall be held firm for July 1, 2020 thru June 30, 2021.

3. SODIUM CHLORIDE (<i>Pre-Fill</i>)				
Maximum Percentage Increase for Pre-Fill for the Renewal Year.		<u>7</u>	%	

RENEWAL DELIVERY for Pre-Fill quantities to begin as soon as practicable after receipt of order and be completed no later than October 31, 2020.

Vendor Response Page

Sheet 14
Bid Number: 39-26JUN19

4. SODIUM CHLORIDE (*Replenishment*)
Maximum Percentage Increase for **Replenishment** for the Renewal Year. 7 %

RENEWAL DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

5. Are there any restrictions on deliveries less than 100 tons? If so, describe:
NA

6. Included with this bid response is the required **BID BOND or CERTIFIED CHECK** Payable to Boone County for not less than **five percent (5%)** of the total bid amount for Base Bid Items 1 and 2.

YES X



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Independent Salt Company

Address:

P.O. Box 36

City/Zip:

Kanopolis, KS 67454

Phone Number:

800-472-7258

Fax Number:

785-472-5196

Email Address:

chris@indsalt.com & chrys@indsalt.com

Federal Tax ID: 48-0981376

(X) Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

() Other (Specify) _____

When Organized: 07/02/1984

When Incorporated: 07/02/1984

Exempt From Tax Reporting? Yes ___ No x

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Chris Tully - Sales Manager

Date: 06/24/18

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Independent Salt Company

Kanopolis, Kansas 67454

as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company

a Corporation, organized under the laws of the State of Ohio

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of

Two Hundred Sixty-Five Thousand Five Hundred and xx/100 (\$265,500.00) Dollars, for the payment whereof Contractor and

Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 11, 2019 entered into a Contract with Owner for:

**BID NUMBER 39-26JUN19
SODIUM CHLORIDE (BULK)
FOR
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform and comply with all requirements as provided by such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

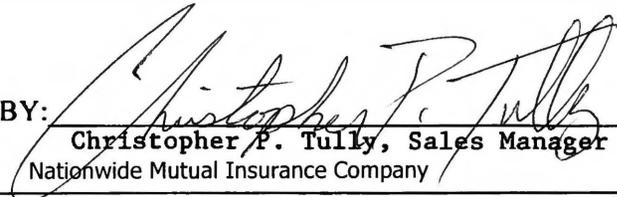
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Kanopolis, KS, on this 11th day of July, 2019.

Independent Salt Company

(Contractor)

(SEAL)

BY: 
Christopher P. Tully, Sales Manager
Nationwide Mutual Insurance Company
(Surety Company)

(SEAL)

BY: 
Tara B. Earley (Attorney-In-Fact)

BY: 
James D. Wilson (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Tara B. Earley

Phone Number: 785-825-0286

Address: PO Box 1213
Salina, KS 67402-1213

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Independent Salt Company

as Principal, hereinafter called Contractor, and Nationwide Mutual Insurance Company

a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Two hundred, sixty-five thousand, five hundred DOLLARS (\$ 265,500.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated July 1, 2019 entered into a contract with Owner for

**BID NUMBER 39-26JUN19
SODIUM CHLORIDE (BULK)
FOR
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at

Kanopolis, KS on this 11th day of July 20 19 .

CONTRACTOR Independent Salt Company (SEAL)

BY: Christopher P. Tully
Christopher P. Tully, Sales Manager

SURETY COMPANY Nationwide Mutual Insurance Company

BY: Tara B. Earley
Tara B. Earley (Attorney-In-Fact)

BY: James D. Wilson
James D. Wilson (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES D. WILSON
MARK A. SKIDMORE
LINDSEY STURN

BRENDA R. SMITH
ERIN N. BURCH

KRISTY L. BALTHAZOR
TARA B. EARLEY

SALINA KS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS

\$ 5,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of

July 2019

Laura B. Guy

Assistant Secretary

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chris Tully - Sales Manager

Name and Title of Authorized Representative

Signature

Date

6/24/19

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Ellsworth)

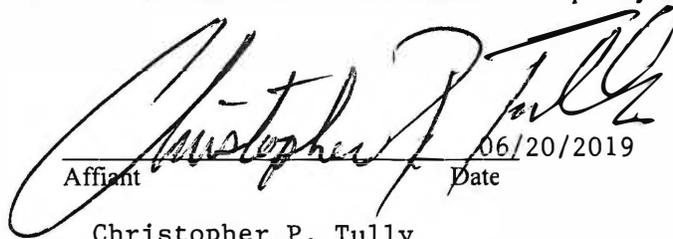
)ss

State of Kansas)

My name is Christopher P. Tully an authorized agent of Independent Salt Co. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

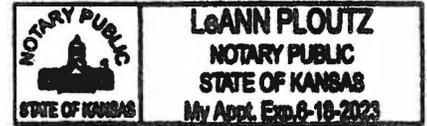
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.


Affiant Christopher P. Tully Date 06/20/2019

Christopher P. Tully
Printed Name

Subscribed and sworn to before me this 20th day of June, 2019.


Notary Public



Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.



Company ID Number: 242025

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Independent Salt Company

Company Facility Address: 1126 20th Road

Kanopolis, KS 67454

Company Alternate

Address: P.O. Box 36

Kanopolis, KS 67454-0036

County or Parish: ELLSWORTH

Employer Identification

Number: 480981376

North American Industry
Classification Systems

Code: 212

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- KANSAS 1 site(s)



Company ID Number: 242025

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Stephen S Burke	Fax Number:	(785) 472 - 5196
Telephone Number:	(785) 472 - 4421 ext. 127		
E-mail Address:	sburke@indsalt.com		

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Independent Salt Company
P O Box 36
Kanopolis, KS 67454

as Principal, hereinafter called the Principal, and
Nationwide Mutual Insurance Company
1100 Locust Street
Des Moines, Iowa 50391-2006

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto

Boone County, 613 E. Ash St., Room 111, Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid (5%).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

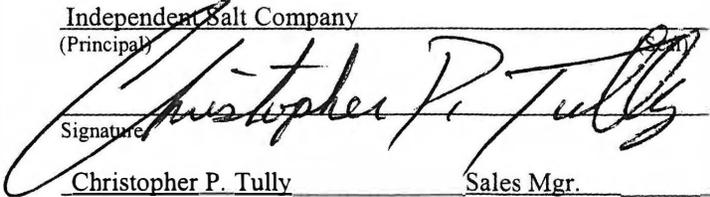
Bid #39-26JUN19; Sodium Chloride (Rock Salt)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

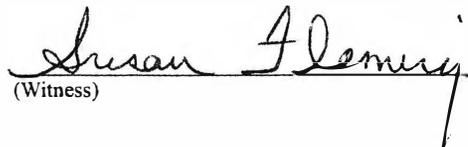
Signed and sealed this 26th day June, 2019.



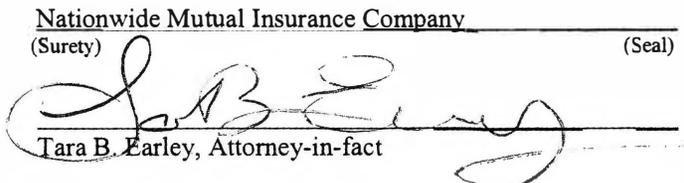
(Witness)

Independent Salt Company
(Principal)


Signature
Christopher P. Tully Sales Mgr.
(Printed Name) (Title)



(Witness)

Nationwide Mutual Insurance Company
(Surety) (Seal)


Tara B. Earley, Attorney-in-fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES D. WILSON
MARK A. SKIDMORE
LINDSEY STURN

BRENDA R. SMITH
ERIN N. BURCH
ALEXI DAWN MAI

KRISTY L. BALTHAZOR
TARA B. EARLEY

SALINA KS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS

\$ 5,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Dello

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26th day of June 2019

Laura B. Guy

Assistant Secretary

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid.

YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Sodium Chloride as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ NO (X)

A negative answer to the above is not an evaluation factor for award of this contract.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 25

Bid Number: 39-26JUN19

Commodities or Service Requested:

SODIUM CHLORIDE (ROCK SALT) - Term and Supply

Bid Closing Date/Time:
Wednesday, June 26, 2019
11:00 AM Central

Bid Opening Date/Time:
Wednesday, June 26, 2019
11:15 AM Central

**Boone County Annex Conference Room
Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201**

Buyer Contact Name:
Robert Wilson, Buyer
Boone County Purchasing

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@boonecountymmo.org

Clearly mark your sealed bid with the Bid Number and Closing Date & Time on the outside of the envelope

Submit your sealed bid prior to the date and time for Bid Closing to:

**Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201**



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. **Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment, or services shown on the attached sheet(s).**
2. Bidders are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The Cooperative reserves the right to award to one or multiple respondents.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** – A Bid Tabulation of responses received as well as award status can be viewed at www.showmeboone.com under 'Purchasing Department'.

 - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
GENERAL PROVISIONS**

1. BID RESPONSE:

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. VARIATION IN QUANTITY:

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. COMMERCIAL WARRANTY:

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. DISCOUNTS:

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. PATENT AND COPYRIGHT:

a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.

b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. DISPUTES:

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Term and Supply contract for the delivery of sodium chloride (rock salt) in bulk to the Mid-Missouri Public Purchasing Cooperative, from July 1, 2019 through June 30, 2020, with one (1) additional renewal for one (1) year.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County,
613 E. Ash St., Room 113, Columbia, MO 65201
Contact: Robert Wilson, Buyer
(573) 886-4393
rwilson@boonecountymo.org

2. City of Columbia,
701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Heidenreich
(573) 874-7687
Sophie.heidenreich@como.gov

3. City of Centralia,
114 South Rollins, Centralia, MO 65240
Contact: Heather Russell, City Administrator
573-682-2139
Cityadmin@centraliamo.org

4. University of Missouri – Columbia
UMC Campus Facilities
181 General Services Building
Columbia, MO 65211
Contact: Pete Millier
(573) 239-1010
millierr@missouri.edu

Contact: James Shatto
(816) 235-1397
Shattoj@umkc.edu

5. City of Hallsville
202 Highway 124 E, Hallsville, MO 65255
Contact: Kenyetta Ridgway, City Administrator/City Clerk/Court Clerk
Phone: 573-696-3885
kridgway@hallsvillemo.org



SPECIFICATIONS
For
SODIUM CHLORIDE – TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide bulk **Sodium Chloride** for (Winter Pre-fill) to its participating members for ice and snow removal purposes. The quantities listed in the Pricing Section are to fill storage facilities prior to the start of the winter season. Solicitations are also sought for pricing on **Sodium Chloride** for emergency use throughout the winter season (Replenishment). Those quantities will be estimates only. Successful bidder may be requested to furnish more or less than the estimated quantity, depending on the severity of the winter season.

Entities participating in this request include the County of Boone, the City of Columbia, University of Missouri - Columbia, City of Hallsville, and the City of Centralia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from July 1, 2019 through June 30, 2020 with one (1) additional one-year renewal period. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.

2. **Quantities:**

The quantities identified in the Pricing Section for Pre-Fill are to fill storage facilities prior to the start of 2019/2020 winter season (for purposes of this bid and resulting contract, the winter season will begin November 1, 2019.) If renewal option is elected after the end of the first contract period, it is anticipated that Pre-Fill quantities will increase in order to fill storage facilities prior to the 2020/2021 winter season. Participating agencies will place orders either by separate contractual agreement or by blanket purchase order for delivery of materials. Purchase orders for Pre-Fill quantities may be placed as early as July 1, 2019 but no later than September 1, 2019, and delivery of Pre-Fill quantities will be made prior to October 31, 2019 to destination points listed on each order.

Quantities identified in the Pricing Section for Replenishment are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities, depending on the severity of the winter season. Delivery of Replenishment quantities shall be completed within fifteen (15) calendar days after order is placed with supplier.

Submit all pricing on the attached Response Page. Should you have any questions regarding this bid document, please contact Robert Wilson Buyer, Boone County Purchasing at 613 E. Ash St, Room 111, Columbia, MO 65201. Phone: (573) 886-4393; Fax (573) 886-4390; Email: rwilson@boonecountymo.org

3. **Deliveries:**

All Bids submitted shall be FOB Destination. Materials shall be truck delivery to the following locations:

Boone County Road & Bridge Department, 5551 Tom Bass Road, Columbia, MO
 Boone County North Facility, 5501 N. Oakland Rd, Columbia, MO
 City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, MO
 City of Centralia Salt Storage Building, Ann Street, Centralia, MO 65240
 University of Missouri – 916 Champions Drive, Columbia, MO 65201
 City of Hallsville -324 Route OO, Hallsville, MO 65255

End Dump or Hopper Dump Delivery:

Boone County Road & Bridge Department
 Boone County North Facility,
 City of Columbia Public Works Department
 City of Centralia Salt Storage Building, Ann Street
 University of Missouri
 City of Hallsville

End dump or hopper dump delivery
End dump or hopper dump delivery
End dump or hopper dump delivery
 ONLY end dump delivery
 ONLY end dump delivery
 ONLY end dump delivery

The unit prices quoted shall include **ALL** delivery and unloading expenses.

All delivered materials will be in minimum loads of 1000 tons (+/- 100 tons) except for:

City of Hallsville
 City of Centralia
 University of Missouri

Orders for Sodium Chloride shall arrive at the purchaser's delivery point in a free flowing and usable condition. Each delivery vehicle shall have a waterproof covering over the salt. The Delivery Point will be an uncovered pad enclosed on three (3) sides, or in a building specifically constructed for salt storage.

All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate participating agency's designated representative(s). Deliveries will not be accepted on Saturdays, Sundays or Holidays, unless mutual agreement has been reached between the vendor or hauler and the appropriate participating agency's designated representative(s).

Salt orders for Pre-Fill shall be delivered by October 31, 2019, unless otherwise indicated by the participating agency placing the order.

Salt orders for Replenishment shall be completed within fifteen (15) calendar days after order is placed with supplier. If the fifteenth calendar day falls on Saturday, Sunday or a Holiday, delivery shall be accomplished on the next normal workday.

The supplier (or hauler) shall give the appropriate participating agency's designated representative at least twenty-four (24) hours notice prior to making delivery to a storage facility.

In the event vendor does not expect to meet the contract delivery date and time requirements, the participating agency placing the order should be notified of the delay. Vendor may request delivery times not normally allowed under the terms of the contract when situations warrant. Any changes in scheduled deliveries must be approved by each participating agency's designated representative(s).

4. **Sodium Chloride Specifications:**

Sodium Chloride will be used by the Mid Missouri Public Purchasing Cooperative (MMPPC) to remove snow and ice from roadway surfaces. This material shall contain a minimum of 94.5% Sodium Chloride (NaCl) when tested in accordance with MSHD Method T32-1-74.

Sodium Chloride shall be furnished in bulk, in free-flowing condition with moisture content not exceeding 2.0 percent based on dry weight. Sodium Chloride shall be obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other).

The gradation of Sodium Chloride, when tested by means of laboratory sieves, shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percentage Passing (by weight)</u>
½"	100%
3/8"	95-100%
No. 4	15-50%
No. 8	5-20%
No. 30	0-10%

Deliveries not meeting specifications for gradation, sodium or moisture content may be accepted at the participating agency's designated representative's discretion. Accepted deliveries that do not meet specifications for gradation, sodium or moisture content shall be invoiced and paid at a ten percent (10%) reduction of awarded bid price.

If delivery is rejected, it will be the responsibility of the supplier to remove all rejected material from the participating agency's property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate for snow and ice removal operations by the participating agency, and not picked up by the supplier within 72 hours after being notified may be disposed of by that participating agency as deemed appropriate. All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

5. **Liquidated Damages**

In the event the vendor fails to complete delivery of the guaranteed quantities by October 31, 2019, the vendor shall be subject to liquidated damages.

Salt requested for delivery on a 'replenishment' basis after November 1 may be subject to liquidated damages as well, at the discretion of the participating agency, if delivery is not completed within fifteen (15) calendar days from the date of order. The supplier and requesting agency may agree upon alternate dates.

In the event the vendor fails to make the delivery within the allotted time, a deduction of 1% of the contract price per ton may be made for each day of delay, up to a maximum of 30% of the contract price for the material. Liquidated damages will only be applied to the undelivered portion of the order.

Should the vendor fail to make deliveries in accordance with these Terms, the participating agency or agencies may, after notifying the vendor, purchase an acceptable product on the open market.

- a. The liquidated damages for delayed delivery will continue for the first vendor until the product purchased on the open market is delivered or the maximum amount of liquidated damages has been assessed, whichever occurs first.
- b. The Cooperative reserves the right to cancel any tonnage not delivered by the vendor within the agreed time-frame.
- c. If the provisions of this section must be enacted, the contracted vendor shall be assessed any difference in price between the open market price and the contracted price.

All deductions for late delivery will be made from payments due the vendor. In no event shall the total deduction for late delivery exceed 30% of the contract price. The supplier must deduct liquidated damage amounts from invoices.

Any vendor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.

The vendor may be ineligible to receive awards on future bids or contracts until reimbursement has been completed for liquidated damages or other cost incurred by the participating agency/agencies due to said vendor non-performance.

Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Invoicing and Payment Requirements

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

7. Bid Guaranty/Contract Bond:

- a. A Bid Bond or certified check payable to Boone County for Five Percent (5%) of the total bid amount for Base Bid Items 1 and 2 must be included with the Bidder's Bid Response prior to bid closing date and time. Bid Bonds must be issued by a surety company authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) made payable to the County of Boone, in an amount equal to One Hundred (100%) of the contract price.
- b. Upon award of the Contract, the successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided herein, each in an amount equal to the full Contract price, (includes Pre-Fill and Replenishment quantities listed in Base Bid Items 1 and 2 on Response Page) guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract. These two bonds will be provided at the time of contract execution (not with Bid Response).
- c. Failure to execute the contract and file acceptable performance, and payment bonds (Contract Bond) within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Bid Bond. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Cooperative's participating members may decide. No contract shall be considered effective until it has been executed by all parties hereto.

8. **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
9. **Contract Award** – The contract will be awarded to the lowest responsive and responsible bidder determined as specified above.

10. **Open Competition/Request for Bid Document**

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 25

Bid Number: 39-26JUN19

Commodities or Service Requested:

SODIUM CHLORIDE (ROCK SALT) - Term and Supply

Bid Closing Date/Time:
Wednesday, June 26, 2019
11:00 AM Central

Bid Opening Date/Time:
Wednesday, June 26, 2019
11:15 AM Central

**Boone County Annex Conference Room
Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201**

Buyer Contact Name:
Robert Wilson, Buyer
Boone County Purchasing

Phone Number: (573) 886-4393 Fax Number: (573) 886-4390 E-mail: rwilson@boonecountymo.org

Clearly mark your sealed bid with the Bid Number and Closing Date & Time on the outside of the envelope

Submit your sealed bid prior to the date and time for Bid Closing to:

**Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201**



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. **Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment, or services shown on the attached sheet(s).**
2. Bidders are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return bid sheets(s) and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative. The Cooperative reserves the right to award to one or multiple respondents.
 - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
 - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** – A Bid Tabulation of responses received as well as award status can be viewed at www.showmeboone.com under 'Purchasing Department'.

 - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
 - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and are available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verification of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

 - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail.
 - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
 - c. Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE GENERAL PROVISIONS

1. BID RESPONSE:

The Cooperative is interested in doing business with your firm. In the event you are unable to quote on this Request for Bid; return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.

2. BID ACCEPTANCE:

A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.

3. OSHA COMPLIANCE:

All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.

4. INSPECTION AND ACCEPTANCE:

Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.

5. VARIATION IN QUANTITY:

No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

6. COMMERCIAL WARRANTY:

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.

7. DISCOUNTS:

Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.

8. PATENT AND COPYRIGHT:

a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.

b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. DISPUTES:

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.

10. TERMINATION FOR DEFAULT:

The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.

11. TERMINATION FOR CONVENIENCE:

The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

12. TERM & SUPPLY CONTRACT DEFINED:

A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the quotation, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Quotation. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.

13. FUND ALLOCATION:

Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.

14. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. HAZARDOUS MATERIAL:

When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

16. DOMESTIC PRODUCTS:

Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. RECYCLED PRODUCTS:

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. EQUAL OPPORTUNITY:

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. AMERICANS WITH DISABILITIES ACT:

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

Term and Supply contract for the delivery of sodium chloride (rock salt) in bulk to the Mid-Missouri Public Purchasing Cooperative, from July 1, 2019 through June 30, 2020, with one (1) additional renewal for one (1) year.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County,
613 E. Ash St., Room 113, Columbia, MO 65201
Contact: Robert Wilson, Buyer
(573) 886-4393
rwilson@boonecountymo.org

2. City of Columbia,
701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Heidenreich
(573) 874-7687
Sophie.heidenreich@como.gov

3. City of Centralia,
114 South Rollins, Centralia, MO 65240
Contact: Heather Russell, City Administrator
573-682-2139
Cityadmin@centraliamo.org

4. University of Missouri – Columbia
UMC Campus Facilities
181 General Services Building
Columbia, MO 65211
Contact: Pete Millier
(573) 239-1010
millierr@missouri.edu

Contact: James Shatto
(816) 235-1397
Shattoj@umkc.edu

5. City of Hallsville
202 Highway 124 E, Hallsville, MO 65255
Contact: Kenyetta Ridgway, City Administrator/City Clerk/Court Clerk
Phone: 573-696-3885
kridgway@hallvillemo.org

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid.

YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

"I agree to provide Sodium Chloride as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia." If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)

A negative answer to the above is not an evaluation factor for award of this contract.



SPECIFICATIONS
For
SODIUM CHLORIDE – TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide bulk **Sodium Chloride** for (Winter Pre-fill) to its participating members for ice and snow removal purposes. The quantities listed in the Pricing Section are to fill storage facilities prior to the start of the winter season. Solicitations are also sought for pricing on **Sodium Chloride** for emergency use throughout the winter season (Replenishment). Those quantities will be estimates only. Successful bidder may be requested to furnish more or less than the estimated quantity, depending on the severity of the winter season.

Entities participating in this request include the County of Boone, the City of Columbia, University of Missouri - Columbia, City of Hallsville, and the City of Centralia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from July 1, 2019 through June 30, 2020 with one (1) additional one-year renewal period. This contract may also be cancelled by the Cooperative upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the Cooperative.

2. **Quantities:**

The quantities identified in the Pricing Section for Pre-Fill are to fill storage facilities prior to the start of 2019/2020 winter season (for purposes of this bid and resulting contract, the winter season will begin November 1, 2019.) If renewal option is elected after the end of the first contract period, it is anticipated that Pre-Fill quantities will increase in order to fill storage facilities prior to the 2020/2021 winter season. Participating agencies will place orders either by separate contractual agreement or by blanket purchase order for delivery of materials. Purchase orders for Pre-Fill quantities may be placed as early as July 1, 2019 but no later than September 1, 2019, and delivery of Pre-Fill quantities will be made prior to October 31, 2019 to destination points listed on each order.

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3. **Deliveries:**

All Bids submitted shall be FOB Destination. Materials shall be truck delivery to the following locations:

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 Boone County North Facility, 5501 N. Oakland Rd, Columbia, MO
 City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, MO
 City of Centralia Salt Storage Building, Ann Street, Centralia, MO 65240
 University of Missouri – 916 Champions Drive, Columbia, MO 65201
 City of Hallsville -324 Route OO, Hallsville, MO 65255

End Dump or Hopper Dump Delivery:

Boone County Public Works Department	<u>End dump or hopper dump</u> delivery
Boone County North Facility,	<u>End dump or hopper dump</u> delivery
City of Columbia Public Works Department	<u>End dump or hopper dump</u> delivery
City of Centralia Salt Storage Building, Ann Street	ONLY <u>end dump</u> delivery
University of Missouri	ONLY <u>end dump</u> delivery
City of Hallsville	ONLY <u>end dump</u> delivery

The unit prices quoted shall include **ALL** delivery and unloading expenses.
 All delivered materials will be in minimum loads of 1000 tons (+/- 100 tons) except for:
 City of Hallsville
 City of Centralia
 University of Missouri

Orders for Sodium Chloride shall arrive at the purchaser’s delivery point in a free flowing and usable condition. Each delivery vehicle shall have a waterproof covering over the salt. The Delivery Point will be an uncovered pad enclosed on three (3) sides, or in a building specifically constructed for salt storage.

All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate participating agency’s designated representative(s). Deliveries will not be accepted on Saturdays, Sundays or Holidays, unless mutual agreement has been reached between the vendor or hauler and the appropriate participating agency’s designated representative(s).

Salt orders for Pre-Fill shall be delivered by October 31, 2019, unless otherwise indicated by the participating agency placing the order.

Salt orders for Replenishment shall be completed within fifteen (15) calendar days after order is placed with supplier. If the fifteenth calendar day falls on Saturday, Sunday or a Holiday, delivery shall be accomplished on the next normal workday.

The supplier (or hauler) shall give the appropriate participating agency’s designated representative at least twenty-four (24) hours notice prior to making delivery to a storage facility.

In the event vendor does not expect to meet the contract delivery date and time requirements, the participating agency placing the order should be notified of the delay. Vendor may request delivery times not normally allowed under the terms of the contract when situations warrant. Any changes in scheduled deliveries must be approved by each participating agency’s designated representative(s).

4. Sodium Chloride Specifications:

Sodium Chloride will be used by the Mid Missouri Public Purchasing Cooperative (MMPPC) to remove snow and ice from roadway surfaces. This material shall contain a minimum of 94.5% Sodium Chloride (NaCl) when tested in accordance with MSHD Method T32-1-74.

Sodium Chloride shall be furnished in bulk, in free-flowing condition with moisture content not exceeding 2.0 percent based on dry weight. Sodium Chloride shall be obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other).

The gradation of Sodium Chloride, when tested by means of laboratory sieves, shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percentage Passing (by weight)</u>
1/2"	100%
3/8"	95-100%
No. 4	15-50%
No. 8	5-20%
No. 30	0-10%

Deliveries not meeting specifications for gradation, sodium or moisture content may be accepted at the participating agency's designated representative's discretion. Accepted deliveries that do not meet specifications for gradation, sodium or moisture content shall be invoiced and paid at a ten percent (10%) reduction of awarded bid price.

If delivery is rejected, it will be the responsibility of the supplier to remove all rejected material from the participating agency's property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate for snow and ice removal operations by the participating agency, and not picked up by the supplier within 72 hours after being notified may be disposed of by that participating agency as deemed appropriate. All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

5. **Liquidated Damages**

In the event the vendor fails to complete delivery of the guaranteed quantities by October 31, 2019, the vendor shall be subject to liquidated damages.

Salt requested for delivery on a 'replenishment' basis after November 1 may be subject to liquidated damages as well, at the discretion of the participating agency, if delivery is not completed within fifteen (15) calendar days from the date of order. The supplier and requesting agency may agree upon alternate dates.

In the event the vendor fails to make the delivery within the allotted time, a deduction of 1% of the contract price per ton may be made for each day of delay, up to a maximum of 30% of the contract price for the material. Liquidated damages will only be applied to the undelivered portion of the order.

Should the vendor fail to make deliveries in accordance with these Terms, the participating agency or agencies may, after notifying the vendor, purchase an acceptable product on the open market.

- a. The liquidated damages for delayed delivery will continue for the first vendor until the product purchased on the open market is delivered or the maximum amount of liquidated damages has been assessed, whichever occurs first.
- b. The Cooperative reserves the right to cancel any tonnage not delivered by the vendor within the agreed time-frame.
- c. If the provisions of this section must be enacted, the contracted vendor shall be assessed any difference in price between the open market price and the contracted price.

All deductions for late delivery will be made from payments due the vendor. In no event shall the total deduction for late delivery exceed 30% of the contract price. The supplier must deduct liquidated damage amounts from invoices.

Any vendor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.

The vendor may be ineligible to receive awards on future bids or contracts until reimbursement has been completed for liquidated damages or other cost incurred by the participating agency/agencies due to said vendor non-performance.

Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Invoicing and Payment Requirements

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

7. Bid Guaranty/Contract Bond:

- a. A Bid Bond or certified check payable to Boone County for Five Percent (5%) of the total bid amount for Base Bid Items 1 and 2 must be included with the Bidder's Bid Response prior to bid closing date and time. Bid Bonds must be issued by a surety company authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) made payable to the County of Boone, in an amount equal to One Hundred (100%) of the contract price.
- b. Upon award of the Contract, the successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided herein, each in an amount equal to the full Contract price, (includes Pre-Fill and Replenishment quantities listed in Base Bid Items 1 and 2 on Response Page) guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract. These two bonds will be provided at the time of contract execution (not with Bid Response).
- c. Failure to execute the contract and file acceptable performance, and payment bonds (Contract Bond) within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Bid Bond. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Cooperative's participating members may decide. No contract shall be considered effective until it has been executed by all parties hereto.

8. **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
9. **Contract Award** – The contract will be awarded to the lowest responsive and responsible bidder determined as specified above.

10. **Open Competition/Request for Bid Document**

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE

Prices shall be quoted FOB Destination, for truck delivery

BID PRICES:

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
BASE BID:				
1. SODIUM CHLORIDE (<i>Pre-Fill</i>)	Tons	6,111	\$_____/ton	\$_____
Boone County (Tom Bass):		1,500 tons		
Boone County (Hallsville):		1,000 tons		
City of Columbia quantity:		3,500 tons		
City of Centralia quantity:		25 tons		
University of Missouri:		75 tons		
City of Hallsville:		11 tons		

List Name and Source of Supply: _____

DELIVERY for Pre-Fill quantities to begin as soon as practicable after award and receipt of order and be completed no later than October 31, 2017.

2. SODIUM CHLORIDE (<i>Replenishment</i>)	Tons	2,956	\$_____/ton	\$_____
(These are estimated quantities and orders may be more or less than listed herein to meet operating needs of the participating agencies)				
Boone County quantity:		1000 tons		
City of Columbia quantity:		1500 tons		
City of Centralia quantity:		50 tons		
University of Missouri:		400 tons		
City of Hallsville:		6 tons		

List Name and Source of Supply: _____

DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

RENEWAL: Bidders may quote a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year for furnishing bulk Sodium Chloride 'delivered' as specified herein, for a second 12-month contract period immediately following completion of the first 12 months. If bidder elects to bid a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year 'delivered' for a second term, the price shall be held firm for July 1, 2020 thru June 30, 2021.

3. SODIUM CHLORIDE (<i>Pre-Fill</i>)				
Maximum Percentage Increase for Pre-Fill for the Renewal Year.			_____ %	

RENEWAL DELIVERY for Pre-Fill quantities to begin as soon as practicable after receipt of order and be completed no later than October 31, 2020.

Vendor Response Page

Sheet 14
Bid Number: 39-26JUN19

4. SODIUM CHLORIDE (*Replenishment*)
Maximum Percentage Increase for **Replenishment** for the Renewal Year. _____%

RENEWAL DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

5. Are there any restrictions on deliveries less than 100 tons? If so, describe:

6. Included with this bid response is the required **BID BOND or CERTIFIED CHECK** Payable to Boone County for not less than **five percent (5%)** of the total bid amount for Base Bid Items 1 and 2.

YES _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Company Name:

Address:

City/Zip:

Phone Number:

Fax Number:

Email Address:

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes ___ No ___

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Date: _____



Sheet 16
Bid Number: 39-26JUN19

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Mid Missouri Public Purchasing Cooperative’s vendor list **for this service/commodity**, please remove form and return to the Boone County Purchasing Department by mail, e-mail or fax.

Bid: 39-26JUN19 – SODIUM CHLORIDE (SALT) – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

**BID NUMBER 39-26JUN19
SODIUM CHLORIDE (BULK)
FOR
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform and comply with all requirements as provided by such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at

_____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____,

_____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 39-26JUN19
SODIUM CHLORIDE (BULK)
FOR
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at

_____ on this _____ day of _____ 20_____.

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)