

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

24th

day of

June

20 21

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 to hire above the Authorized Transfer Salary for position number 228, Second Assistant Prosecuting Attorney, and does hereby authorize an appropriation of \$78,000 for the salary of said position.

Done this 24th day of June 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Nicholas J. Komoroski Department 1261-Prosecuting Attorney Admin

Position Title Second Assistant Prosecuting Attorney Position No. 228

Proposed Starting Salary (complete one only) Annual: \$78,000 % of Mid-Point _____
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) Nicholas has been employed with Boone County as an Assistant Prosecuting Attorney II for over five years. He graduated in the top 20% of his law school class in 2003 and during the course of his career has gained substantial litigation experience in both State and Federal courts. He has considerable appellate experience and has authored several successful briefs before appellate courts and the Missouri Supreme Court. He has substantial jury trial experience and, as an Assistant Prosecutor, has prosecuted individuals for serious criminal offenses.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Nicholas recently conducted a jury trial and obtained a guilty verdict for Murder in the 2nd Degree in State v. McMillan (the shooting at the Waffle House in Jan. 2018). Moreover, he is a vital resource to the office and gladly assists others whenever needed. He recently presented a Continuing Legal Education course to attorneys at the Department of Revenue regarding depositions of expert witnesses and has spoken for several years at Sturgeon High School's Docu-Drama/Scared Straight program. He is respectful of others and is highly regarded by the Judges, court staff, criminal defense attorneys, and his co-workers.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This salary is in line with our former Second Assistant Prosecuting Attorney. The requested amount is less than what the prior Second Assistant Prosecuting Attorney was making in this office. Also, this is a single person classification and there are no other comparable positions in this office (besides the First Assistant Prosecuting Attorney) or in Boone County Government.

Additional comments: _____

Administrative Authority's Signature: Daniel K. Knight Date: 6-10-21

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jane E. Titchford by ay Date: 6/11/21

Human Resource Director's Recommendations: Approve. This increase amount is consistent w/ the increase approved for the last APATII, with semi-Occ prior experience

Human Resource Director's Signature: Reed Date: 6/11/21

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: Daniel K. Knight Date: 6/24/2021

District I Commissioner's Signature: Justin Alford Date: 6/24/2021

District II Commissioner's Signature: [Signature] Date: 6/24/2021

260 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

June Session of the April Adjourned

Term. 20 21

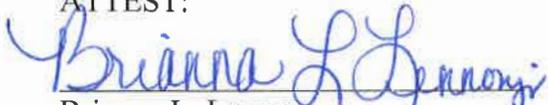
In the County Commission of said county, on the 24th day of June 20 21

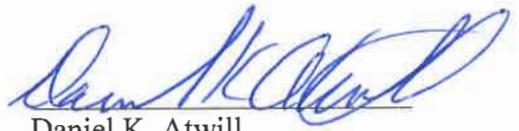
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request to hire above the Authorized Transfer Salary for position number 201, First Assistant Prosecuting Attorney, and does hereby authorize an appropriation of \$88,000 for the salary of said position.

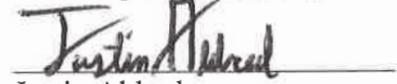
Done this 24th day of June 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary)

BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Merilee Crockett Department 1261-Prosecuting Attorney Admin

Position Title First Assistant Prosecuting Attorney Position No. 201

Proposed Starting Salary (complete one only) Annual: \$88,000 % of Mid-Point _____
 OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? 1

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)
Assistant Prosecuting Attorney, Boone County, April 26, 1999-present; Assistant Prosecuting Attorney, Vernon County, January 1, 1999-April 1999; Associate Attorney, Ewing & Hoberock, August 1997-April 1999; University of Missouri School of Law, Juris Doctor 1997; University of Missouri-Columbia, BA Political Science 1994; Admitted to Missouri Bar 1997; Admitted to Kansas Bar 1998.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: Since beginning her employment in Boone County, Merilee prosecuted 31 jury trials as sole or lead counsel. She prosecuted 20 jury trials as second or co-counsel. None of the convictions from these trials has ever been overturned on appeal. Merilee has represented the State in 4 appeals to the Missouri Court of Appeals, Western District, and presented oral argument in 3 of those cases. One of the oral arguments was presented in front of the entire assembly of Missouri Girls State in Warrensburg, Missouri.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This salary is in line with former First Assistant Prosecuting Attorneys. The requested amount is less than what the prior two First Assistant Prosecuting Attorneys were making in this office. Also, this is a single person classification and there are no other comparable positions in this office (besides the Second Assistant Prosecuting Attorney) or in Boone County Government.

Additional comments: Merilee has demonstrated a 22-year strong commitment to the Boone County Prosecutor's Office, as well as to Boone County government and employees. She frequently donates vacation hours to other employees, regardless of department. She participates in our elections as a supervising election judge. She routinely volunteers to assist co-workers when help is needed. The attorneys in the office frequently seek out Merilee for advice and guidance regarding their cases.

Administrative Authority's Signature: Daniel K. Knight Date: 6-10-21

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: Jim E. Pritchard Date: 6/11/21

Human Resource Director's Recommendations: Approve. This requested amount is consistent w/ the amount awarded to prior First Assistants with similar qualifications.

Human Resource Director's Signature: [Signature] Date: 6/11/21

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 6/24/2021

District I Commissioner's Signature: [Signature] Date: 6/24/2021

District II Commissioner's Signature: [Signature] Date: 6/24/2021

261 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 24th day of June 20 21

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

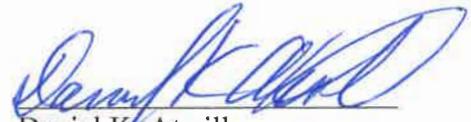
Now on this day the County Commission of the County of Boone does hereby approve the request for Boone County Joint Communications to utilize the NASPO Value-Point Cooperative Contract 05715 to purchase a Concrete Shelter 11'6" x 24' from Sabre Communications Corporation.

This shelter is for the RKB project located by Gentry School. Cost is \$96,665.97 and will be paid from Department 2706 – BOCO Joint Communications Radio Improvements, Account 91300 – Machinery & Equipment. \$292,300 is budgeted.

Done this 24th day of June 2021.

ATTEST:

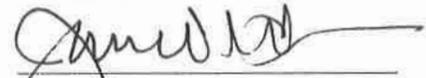
Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 24, 2021
RE: Cooperative Contract: *05715 – Concrete Shelter*

Dave Dunford, Radio Consultant for Boone County, requests that Boone County Joint Communications utilize the NASPO Value-Point cooperative contract *05715* to purchase a Concrete Shelter 11'6" x 24' from Sabre Communications Corporation.

This shelter is for the RKB project located by Gentry School. Cost is \$96,665.97 and will be paid from department 2706 – BOCO Joint Communications Radio Improvements, account 91300 – Machinery & Equipment. \$292,300 is budgeted.

cc: Contract File
Chad Martin, Patricia Schreiner, Joint Communications
Dave Dunford, Radio Consultant

**PURCHASE AGREEMENT
FOR
CONCRETE SHELTER 11'6" W X 24' L X 10'1" H**

THIS AGREEMENT dated the 24th day of June 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Sabre Communications Corporation** herein "Vendor."

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 a **Concrete Shelter 11'6"W x 24'L x 10'1"H** in compliance with all bid specifications and any addendum issued for the NASPO ValuePoint Cooperative Contract **05715**, vendor quote #22-0168-NASPO-R1, Boone County Insurance Requirements, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the NASPO ValuePoint Cooperative Contract **05715** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the concrete shelter detailed in quote 22-0168-NASPO-R1:

Concrete Shelter 11'6"W x 24'L x 10'1"H (list \$96,179.40 less 7% discount)	\$89,446.84
Freight	\$7,219.13
TOTAL	\$96,665.97

3. **Delivery** - Vendor agrees to deliver concrete shelter as set forth in the bid documents and within 18-20 weeks after receipt of approved drawings. Approval of drawings to be submitted 12 weeks after award of contract. Contractor must schedule delivery of building by contacting Boone County Joint Communications.

FOB Destination: All deliveries shall be made FOB Destination with freight prepaid and charged back. The seller pays the freight and charges back the buyer by adding the freight charges to the invoice for the freight charge outlined in paragraph 2 above.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Joint Communications, Attn: Pat Schreiner, 2145 E. County Drive, Columbia, MO 65202 and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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.

5. **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.

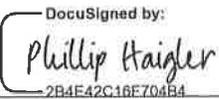
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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.

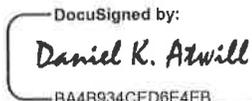
SABRE COMMUNICATIONS CORPORATION

BOONE COUNTY, MISSOURI

by  _____
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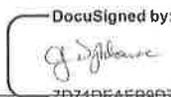
by: Boone County Commission

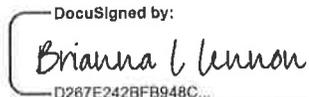
title Contracts Manager - Federal Programs

 _____
BA4B934CED6E4EB
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

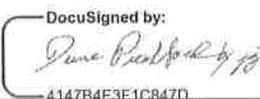
ATTEST:

 _____
7D71DEAEB9D74DD...
C.J. Dykhous, County Counselor

 _____
D267E242BFB948C...
Brianna L. Lennon, 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.)

 _____
4147B4E3E1C847D
Signature

6/14/2021

Date

2706-91300 - \$96,665.97

Appropriation Account

262-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 24th day of June 20 21

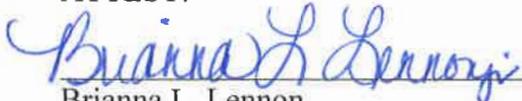
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Bid Award 22-09JUN21 - Metal Culvert Pipe - Term & Supply, which closed on June 9, 2021, to Metal Culverts, Inc. for offering the lowest and best bid for Boone County.

This is a Term and Supply contract and invoices will be paid from Department 2040 - R&B Road Maintenance, Account 26420 - Culverts. \$136,219 is budgeted for 2021.

Done this 24th day of June 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 24, 2021
RE: Request for Bid Award Recommendation: 22-09JUN21 - Metal Culvert
Pipe - Term & Supply

Request for Bid 22-09JUN21 - Metal Culvert Pipe - Term & Supply closed on June 9, 2021. One bid response was received. We typically receive two bid responses. Rob Richardson with Contech Engineered Solutions, LLC submitted a "no bid" and said it was due to the current steel cost being unstable.

In order to receive bids this year, we added a paragraph to our bid document that allows monthly price adjustments based on the CRU Report price index.

Greg Edington, Director of Road and Bridge does recommend award to Metal Culverts, Inc. for offering the lowest and best bid for Boone County, but he did say they will have to cut back on quantities this year.

This is a Term and Supply contract and invoices will be paid from department 2040 - R&B Road Maintenance, account 26420 - Culverts. \$136,219 is budgeted for 2021.

cc: Bid File
Greg Edington, R&B

**PURCHASE AGREEMENT
FOR
METAL CULVERT PIPE TERM & SUPPLY**

THIS AGREEMENT dated the 24th day of June 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Metal Culverts, Inc.**, 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 **Metal Culvert Pipe Term & Supply**, County of Boone Request for Bid for Metal Culvert Pipe Term & Supply, bid number **22-09JUN21**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response **dated June 9, 2021** and executed by **Greg Brauner** on behalf of the Contractor. 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 Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall **commence on July 1, 2021 and extend through June 30, 2022** subject to the provisions for termination specified below. This contract is subject to annual renewal for **four (4) additional one-year periods** following the expiration of the first contract period and thereafter on a month to month basis for a maximum of six (6) months 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 Metal Culvert Pipe on an as-needed basis. Items will 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, as needed and as ordered by County.

Monthly Price Adjustments: Due to the fluctuating steel prices in the current market, the contractor will be allowed price adjustments. Contractor shall review pricing on a monthly basis and adjust based on the monthly CRU Report for Hot Rolled (HR). This includes not only price increases, but price decreases. A base price shall be proposed which will be firm for the first month of July 2021. Each month's proposed adjustment must be emailed to Margaret Green @ mgreen@boonecountymmo.org, Brandy Kelly @ bkelly@boonecountymmo.org and Dave Eagle at deagle@boonecountymmo.org by the first of the month. Price adjustment must be accompanied by the *CRU - Steel Sheet Products* list from the previous month to justify price adjustment.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications and within 15-20 business days after receipt of order.

5. Billing and Payment - All billing shall be invoiced to Boone County Road & Bridge Department and billings may only include the prices listed in the Contractor's bid response. 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. 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.

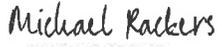
7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

8. 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.

METAL CULVERTS, INC.

DocuSigned by:

 by _____
E206DA1548EC4C5...
 title Manager of Sales
 address P.O. Box 330
Jefferson City, MO 65102

BOONE COUNTY, MISSOURI

by: Boone County Commission
 DocuSigned by:

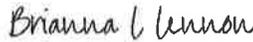

BA4B934CED6E4EB...
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:


7D71DEAEB9D74DD...
 CJ Dykhous, County Counselor

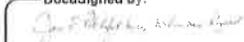
ATTEST:

DocuSigned by:


D267E242BEB948C...
 Brianna L. Lennon, 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:


F0D08ADB184244D...

Signature _____ Date 6/14/2021 Appropriation Account 2040-26420 Term & Supply (No Encumbrance Required)

CERTIFIED COPY OF ORDER

263 -2021

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 21

In the County Commission of said county, on the 24th day of June 20 21

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

Now on this day the County Commission of the County of Boone does hereby approve Contract 20-19MAY21 – Sodium Chloride (Rock Salt) Term and Supply, which opened on May 19, 2021. Three (3) bids were received. Road & Bridge recommends multiple award to Independent Salt Company of Kanopolis, KS and Central Salt, LLC of Lyons, KS.

Cost of the Boone County contract will be paid from Department 2040 – RB Road Maintenance, Account 26302 - Road Salt. The 2021 budget is \$200,000.00.

Done this 24th day of June 2021.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
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: June 24, 2021
RE: **20-19MAY21 – Sodium Chloride (Rock Salt) Term and Supply**

20-19MAY21 – Sodium Chloride (Rock Salt) Term and Supply opened on May 19, 2021. Three (3) bids were received. Road & Bridge recommends award to Independent Salt Company of Kanopolis, KS.

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, City of Ashland, and City of Centralia are members who also participated in this Term and Supply Request for Bid.

Cost of the Boone County contract will be paid from Department 2040 – RB Road Maintenance, Account 26302 - Road Salt. The 2021 budget is \$200,000.00.

att: Bid Tab

cc: Greg Edington – Road & Bridge
Bid File

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

THIS AGREEMENT dated the 24th day of June 2021 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 **20-19MAY21**, 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 March 31, 2022**. 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 - 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 Road & Bridge 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 Road & Bridge 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

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. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. 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.
21. 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: 20-19MAY21

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>
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BASE BID:				
1. SODIUM CHLORIDE (<i>Pre-Fill</i>)	Tons	3,811	\$ <u>72.89/ton</u>	\$ <u>277783.79</u>
Boone County (Tom Bass):	0 tons			
Boone County (North Facility):	0 tons			
City of Columbia quantity:	3,500 tons			
City of Ashland:	200 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, 2021**.

2. SODIUM CHLORIDE (<i>Replenishment</i>)	Tons	4,156	\$ <u>75.84/ton</u>	\$ <u>315191.04</u>
(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:	2000 tons			
City of Columbia quantity:	1500 tons			
City of Ashland:	200 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 **April 1, 2022 through March 31, 2023**.

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, 2022**.

Vendor Response Page

Sheet 14
Bid Number: 20-19MAY21

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:
 N/A

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:

ctully@indsalt.com

Federal Tax ID: 48-0981376

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

Christopher P. Tully, Sales Manager

Date: 05/11/2021

(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.

Christopher P. Tully, Sales Manager
Name and Title of Authorized Representative

Signature

05/11/2021

Date



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

County of Boone, 613 E. Ash St., 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 #20-19MAY21 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 19th day May, 2021.

LeAnn Pleutz
(Witness)

Independent Salt Company
(Principal) (Seal)

Christopher P. Tully
Signature

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

Alicia Sanford
(Witness)

Nationwide Mutual Insurance Company
(Surety) (Seal)

Tara B. Earley
Tara B. Earley, Attorney-in-fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

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

ALEXI DAWN MAI; ALICIA M WEILAND; BRENDA R SMITH; ERIN N BURCH; JAMES D WILSON; JENNIFER D FESSENDEN; LINDSEY M STURN; MARK A SKIDMORE; TARA B EARLEY;

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.

[Signature]
Antonio C. Albanese, Vice President of Nationwide Mutual 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.



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

[Signature]
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 19th day of May, 2021.

[Signature]
Assistant Secretary

BDJ 1(02-19)00



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE
REQUEST FOR BID

Sheet 1 of 25

Bid Number: 20-19MAY21

Commodities or Service Requested:
SODIUM CHLORIDE (ROCK SALT) - Term and Supply

Bid Closing Date/Time:
Wednesday, May 19, 2021
11:00 AM Central

Bid Opening Date/Time:
Wednesday, May 19, 2021
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

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: 20-19MAY21

Commodities or Service Requested:

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Robert Wilson, Buyer
Boone County Purchasing

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

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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 bocomobids.ionwave.net 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 date of Commission award through March 31, 2022, 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: Shawna Victor
(573) 874-7687
shawna.victor@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
6. City of Ashland
109 East Broadway, Ashland, MO 65010
Contact: James Creel, Lelande Rehard
Phone: 573-696-3885
streets@ashlandmo.us
assistantcityadmin@ashlandmo.us

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 date of commission award through March 31, 2022 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 **2021/2022** winter season (for purposes of this bid and resulting contract, the winter season will begin **November 1, 2021.**) 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 **2022/2023** 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 **May 1, 2021** but no later than **May 31, 2021**, and delivery of Pre-Fill quantities will be made prior to **October 31, 2021** 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
- City of Ashland, 109 E Broadway, Ashland, MO 65010

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
City of Ashland

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
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
City of Ashland

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, 2021, 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, 2021, the vendor shall be subject to liquidated damages.

Salt requested for delivery on a 'replenishment' basis after May 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	3,811	\$/ton	\$
Boone County (Tom Bass):		0 tons		
Boone County (North Facility):		0 tons		
City of Columbia quantity:		3,500 tons		
City of Ashland:		200 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, 2021**.

2. SODIUM CHLORIDE (<i>Replenishment</i>)	Tons	4,156	\$/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:		2000 tons		
City of Columbia quantity:		1500 tons		
City of Ashland:		200 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 **April 1, 2022 through March 31, 2023**.

3. SODIUM CHLORIDE (*Pre-Fill*)
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, 2022**.

Vendor Response Page

Sheet 14
Bid Number: 20-19MAY21

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: 20-19MAY21

“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: 20-19MAY21 – 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 the County contracts 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:

<https://www.e-verify.gov/>

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 20-19MAY21
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 20-19MAY21
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)

CERTIFIED COPY OF ORDER

2021-2021

STATE OF MISSOURI

}
} ea.

June Session of the April Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 24th day of June 20 21

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

Now on this day, the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Courthouse Plaza and Commission Chambers by the Parley P Pratt Freedom Run on July 3, 2021 from 6:00am until 10:00am. This approval is contingent upon adherence to the current health order. The Commission's approval of the use of the interior of the Government Center, specifically the Commission Chambers, is conditioned upon that inside use being consistent with the then-applicable building use policies set forth by the Commission in light of the COVID-19 pandemic and local health orders.

Done this 24th day of June 2021.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Parley P Pratt Freedom Run

Address: 1901 Bluff Pointe Drive

City: Columbia State: MO ZIP Code 65201

Phone: 573-228-0879 Website: PPPFreedomRun.com

Individual Requesting Use: Newell Kitchen Position in Organization: Director

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic (restrooms only)

Event: Parley P Pratt Freedom Run

Description of Use (ex. Speaker, meeting, reception): use of government building restrooms

Date(s) of Use: July 3, 2021

Start Time of Setup: 6am AM/PM Start Time of Event: 7am

End Time of Event: 9:30am AM/PM End Time of Cleanup: 10am

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Newell Kitchen, Director

Phone Number: 573-220-0879 Date of Application: 6/15/2021

Email Address: Kitchennr@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Brianna L Lennon
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 6.24.2021

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
Kona Ice	shaved ice	(I don't have, but know they have a permit)	
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? (see attached) _____

Please attach to application a copy of the order showing City of Columbia City Council approval. (have not received anything but Amanda has indicated approval)

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan. (attached)

A deposit is required for use of the Boone County Courthouse Plaza. Please refer to the Boone County Courthouse Plaza Rules and Regulations for the deposit fee schedule. Boone County Facilities Maintenance Staff will inspect the Courthouse Plaza before and after each event. If staff finds the Courthouse Plaza is left the condition in which it was found, the deposit will be refunded to the organization. Please indicate below to whom the refund check should be issued:

Name/Organization: Newell Kitchen

Address: 1901 Bluff Pointe Drive

City: Columbai State: MO ZIP Code 65201

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

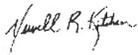
1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Newell Kitchen, Director

Address: 1901 Bluff Pointe Drive

Phone Number: 573-228-0879 Date of Application: 6/15/2012

Email Address: Kitchenr@gmail.com

Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 6.24.2012

NEWELL R KITCHEN
SUZANNE M KITCHEN
1901 BLUFF POINTE DR
COLUMBIA, MO 65201

6/16 20 21

PAY TO THE ORDER OF

Boone County Commission Office

\$ 100.⁰⁰

One hundred and ^{NO}/₁₀₀

DOLLARS

EXPEDITE ONLY

COMMERCE BANK
WWW.COMMERCEBANK.COM

FOR FPP run

Suzanne Kitchen

⑆01000019⑆ 403295035⑆ 7675

BOONE COUNTY TREASURER RECEIPT

Receipt Number: 2021 2240 Receipt Date: 6/22/2021

Employee Initials: TRJULIE

Received From: NEWELL R KITCHEN

Amount: \$*****100.00

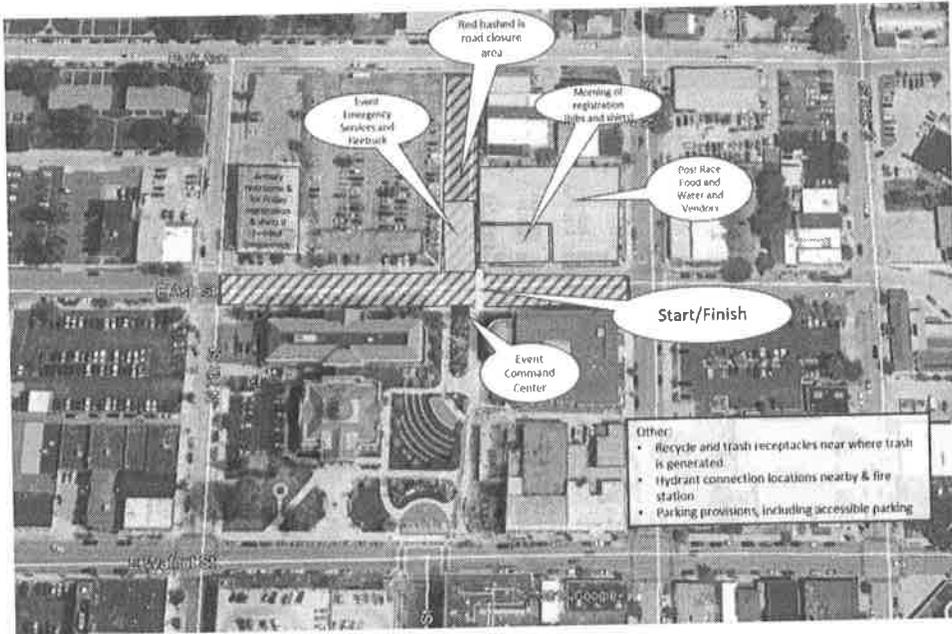
Remarks: PARLEY PRATT FREEDOM RUN
PLAZA RENTAL- JULY 3, 2021



Boone County Treasurer

Thomas Danough

Treasurer of Boone County





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

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

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

PRODUCER Insurance Management Group 12730 Coldwater Road Suite 103 Fort Wayne IN 46845		CONTACT NAME: Margaret Mayers PHONE (A/C, Toll Free, Ext): (260) 338-2925 FAX (A/C, Toll Free): (765) 664-0761 EMAIL ADDRESS: mmayers@ismgfi.com	
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAC # 11091 INSURER B: Nationwide Life Insurance Company 66069 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021 \$2M Club **REVISION NUMBER:**

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

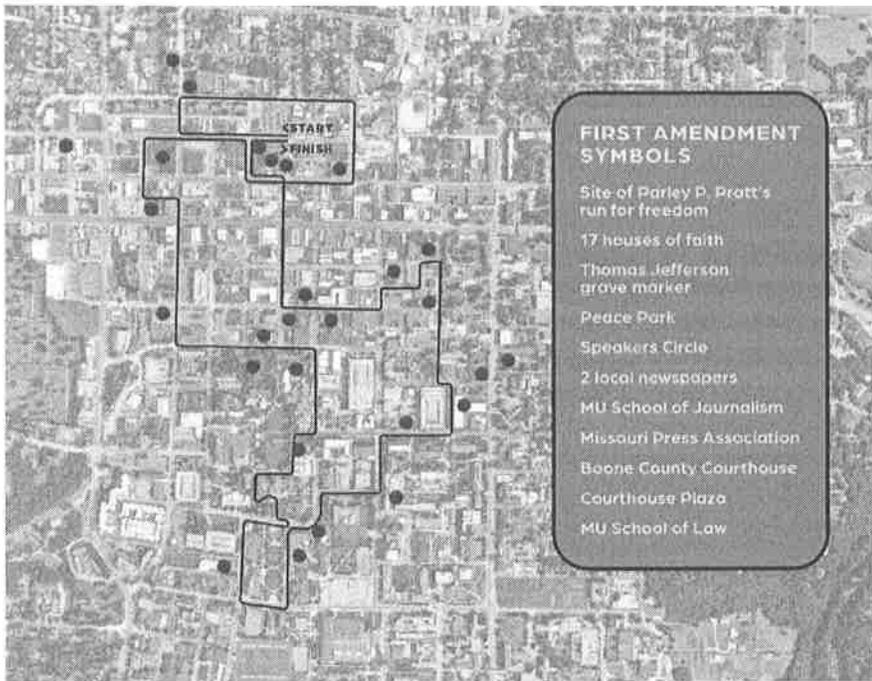
LINE	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Legal Liability to Participant \$2,000,000 GEN. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER. ACC. <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Per Event Basis		KRC0000008622100	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED. EXP. (Per Year/Per Person) \$ 5,000 PERSONAL & ADV. INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP. OP. AGG. \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		KRC0000008622100	12/31/2020	12/31/2021	CUSTOMER SERVICE LIMIT (Per Occurrence) \$ 2,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Occurrence) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> IND. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROMOTED OR PARTNER/EXECUTIVE OFFICERS/BOARD EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE WITH/OUT \$ \$ \$ \$ \$ \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		BAK0000031541000	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RRCA Club Member
 Processed by MMM

CERTIFICATE HOLDER Columbia Track Club PO Box 1072 Columbia MO 65205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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2021
Parley P. Pratt
Freedom Run
Safety Plan



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PARLEY P. PRATT FREEDOM RUN Safety Plan

History

The First Freedom Run was made by Parley P. Pratt as he escaped the Boone County Jail on July 4th 1839. He was jailed as the result of religious persecution and there was no protection for him under Missouri Law at that time. Parley ran to approximately where Columbia College stands today, to reach horses that had been left to aid in his escape. In the early 1990's a group of individuals came together to create an event to commemorate Parley's historic run and celebrate that faith and freedom of religion are fundamental ideals in American society. Today, the event is used to give tribute to First Amendment freedoms as foundational and essential for a healthy American society. The event provides the community an opportunity to honor these ideals by bringing attention to how these freedoms are expressed in our community. It is an event that promotes activity, healthy living, and friendship. *This is a Columbia Track Club sanctioned event.*

Plan Purpose

To reduce health and safety risks impacting the Parley P. Pratt Freedom Run participants, volunteers, spectators, vendors and sponsors. This document outlines the advance planning and training for incidents and issues that require an immediate response and support for public safety.

Plan Development

Safety, Security and Emergency Response Plans are developed to address a variety of common threats that pose an immediate risk to public safety. Safety and Security plans take into consideration the date, time, and location of the run and the environment in which it will occur, and the logistics associated with securing the footprint. The expectation is that traffic will be minimal due to the time of day the event is being held on a Saturday morning on a national holiday. There is no alcohol served. The event itself will create a small amount of traffic and additional foot traffic which Downtown Columbia has ample parking and infrastructure to support. An alternate Traffic Plan for the event will not be required.

Security Plans will define responsibilities and who has the authority to make changes or implement emergency response plans.

Operating Assumptions

Most attendees will arrive by car and be parked in parking garages or on the street in parking available as close as one block away from the event center. These same parking structures will serve as a sheltering location for attendees and participants if needed.

A Directory of Contacts that includes contact information and their role or responsibility during this event, including run/event management and essential support such as City of Columbia Police and Fire, Boone County Road and Bridge, Boone County Emergency Management will be provided in the Appendices of this document to facilitate timely communication during the event. A simple organization chart of the event organizers and their authority or responsibility during the event will also be provided.

The event will work closely with the Boone County Office of Emergency Management for Weather Monitoring as well as monitoring using reliable phone apps that monitor lightning strikes etc.

The run occurs in an open environment with no restrictions or limitations to access or egress for the general public but does restrict public vehicular traffic on closed streets. No fencing is required. No static structures will be placed on closed streets This should not impede access to fire trucks or other emergency vehicles should the need arise. Volunteers will be instructed to remove any barricades or obstacles to allow access during an emergency.

The run route is on city streets and walkways. Event maps will be made available prior to the event with tent locations, registration locations, vendor locations, etc. Run Routes and Event Maps are included in the Appendices of this document and in the Quick Response Guide.

Street Closures are described in the Scope section of this document.

A pre-run security check of the run route to look for suspicious packages and inspect trash cans and look for other potential risks will be performed under the direction of Newell Kitchen at approximately 60 minutes before the start of the event.

Compliance

These security and safety plans are written to support and work in conjunction with existing city codes that support health and public safety. This includes event staff working with the city to ensure access to buildings and structures, fire hydrants are not diminished for the duration of the event. Weather monitoring and sheltering plans along with communication plans have been developed and communicated to event staff. Crowd Manager training is required, and the event staff will plan to facilitate a training conducted by the Columbia Fire and Police Departments. Per ordinance one crowd manager will be trained for every 250 anticipated attendees. All event staff, vendors and sponsors will be informed of the safety and health requirements and the expectation of compliance prior to the event. Noncompliance to these codes may severely limit the vendor or sponsor's participation or result in expulsion from the event.

Scope

Security Plans are effective July 3, 2021.

Set Up: Including road closures will occur at approximately 6:00 AM

Location: Downtown Columbia is the starting point for the 4 or 1 Mile Run/Walk.

- The run will pass multiple houses of worship and points of interest in the Downtown area.
- Volunteers are positioned throughout the run route at intersections to offer aid to participants and/or seek assistance from Emergency Responders if needed for any traffic or emergency issues.
- Broadway at 5th Street and 8th Street will have temporary traffic interruptions as the race crosses. Although minimal traffic is expected due to the time of day and the 4th of July Holiday weekend, the Columbia Police Department will be assisting volunteers at these two intersections.

Street Closures: 6:00 AM to 11:00 AM

- Streets involved in the race start and finish will remain closed and considered a Hard Closure.
 - Ash Street between 7th and 9th Streets will remain closed during the event.
 - North 8th Street between Park and Ash will remain closed during the event.

Anticipated Attendance: 800 to 1200 (the number of Crowd Managers trained will adjust based on registration)

Event Check In: 6:30 AM to 7:00 AM

Event Program Start: 7:00 AM

Run Starts: 7:20 AM

Run Ends: 9:00 AM

Event Ends: 10:00 AM

Road Closure Signage Placement: Park and 8th North, and Ash at 7th and 9th. Additionally, warning street cones will be placed along the entire route approximately every 100-150 feet.

Parking Meters Tagged: Meters inside closed streets will need to be tagged with approved city verbiage 24 hours prior to the event. (NK: is this something the city does or we do? And if us, where to get this approved language)

A "Quick Response Guide" will be available in the appendices of this document and strategically located on the route to facilitate a better emergency response should the need arise.

Plan Implementation Authority

Onsite Managers have been assigned the authority to activate emergency response plans for their area of responsibility. This could include temporary closure of the physical location or function until the situation or the site is stable and deemed safe for operation by Event and City of Columbia Officials.

Only Newell Kitchen or Ted Webber have the authority to delay the opening or close the event. They will work closely with the City of Columbia and the Department of Health who also have the authority to interrupt, delay or close the event if there is a threat to public safety.

Volunteer Plan

JustServe Targeted

Service	Description	Captains	#	Time	Place	Orientation and Training
Event Leadership	Provide leadership for implementing a safe and meaningful event. Includes Planning Committee members, Lead Contacts for all volunteer services listed here (9), and Crowd Managers (1 per 250 participants).	Newell Kitchen 574-228-0879	20			Will receive event Crowd Manager training by the Columbia Fire and Police Departments about 2 weeks before the event (Brad Parker 573-874-7557. Tad to contact Brad to arrange training)
Safety and Emergency Plan Coordinator	Coordinator for implementing this plan	Sylvia Robinson	1			
Volunteer		Tad Brinkerhoff				Volunteer lead training Wed June 16

Coordiantor		801-319-4692				at 8 pm via Zoom
Registration/ Bib shirt distribution	Registration will be online. Registration materials and shirts will be distributed the day before the event, as well as the morning of the event near the start line.		4 15	7/2 7/3 1-7pm 6-7am	TBD Near start/finsh line	Training a day or two before the event
Start/Finish Setup and Takedown	Setup of the command center at the start/finish line, registration and food booths (tables, chairs, canopies), and associated event signs will be completed by 6:15am. Takedown of equipment will occur after participants have left the area (~10am).	Lead: Jeff SvedIn 208-899- 7093	10	7/3 5:30am & 9:30am	Near start/finish line	Training a day or two before the event
4 mile Course Setup and Takedown	Setup and removal of course cones (150) markers along the course. Also add sidewalk chalk on turns. Maybe Course Captains. A pre-run security check by Course Captains of the run route to look for suspicious packages and inspect trash cans and look for other potential risks will be performed under the direction of Newell Kitchen at approximately 60 minutes before the start of the event.	Lead: Course Captains: 1: 2: 3: 4:	3	6:15	All along the course	Training a day or two before the event Equipment: 150 cones Chalk Mile markers
Course Monitoring	Lead will oversee training and communication for the course volunteers. Four Course Captains will each coordinate a group of 15-20 volunteers, assigned to each mile of the course. Each volunteer will be wearing high-visibility traffic safety vests. Volunteers will be placed along all turns and crossroads of the course. Primary duties are to keep participants on the course, safety (esp. at road crossings), encouragement, reporting issues, and cleaning up along the course. Communication of issues will go from volunteer to Team Captain, to Lead, then to Race Director (Kitchen). Note: Columbia Police Department will be providing traffic control for the two Broadway crossings.	Lead: Course Captains: 1: 2: 3: 4:	90	7:15-9:00	All along the course	Training a day or two before the event Equipment: Hand stop signs Vests at least 10 at the finish line
Water Stations	Water will be provided at the start/finish and at two water stations set along the course. May need to get recycle bins if plastic bottles.	Captain 1 Captain 2	10	7:30- 9:00	~2 mile (Newman Center) and ~3 mile (1 st Baptist) marks	Training a day or two before the event Equipment: Table Water and disposable cups Garbage can

First Aid Stations	Boone Hospital EMS will provide a first aid station near start/finish line.			7:30- 9:00	Near start/finish and near 2 mile mark	Elizabeth Thompson is coordinating
Food	Prepackaged food (e.g., granola bar, nuts, breakfast cookie) or fruit with skins (e.g., orange, banana) will be provided near the start/finish line (see map)		6	7:30-9:30	Near start/finish	Training a day or two before the event Equipment Tables Food
Freedom Program	Provide a 20-minute program, to likely include: welcome, honoring veterans, posting of flag and PoA, group patriotic song, and 5-min freedom message.	Newell Kitchen 574-228-0879		7:00-7:30	From Command Center near start/finish	Equipment: Table Riser PA system Sign Banner
Race Timing Logistics	Race timing for the event is provided by Boonville YMCA	Vanessa Dorman		7:30-9:30	Near start/finish	
Race Prizes	Race watermelon prizes for first place M&F for 1 mile (children divisions) and 4 mile (youth and adult divisions) 24 melons		8	8:30	From Command Center near start/finish	
Clean Up	Clean up trash from the start/finish area after participants have left		5	9:30-10:00	Near start/finish	Training a day or two before the event Equipment: Garbage bags

Credential Plan and Participant Registration

The event is open to the public. Runners will register online in advance of the race. Late registrants will register at check in. kRegistrants will receive a race bib for the run. All runners will be identified prior to being given their assigned number and runner bib.

Staff Credentials: Leadership Staff, T-Shirt and Lanyard; other volunteers by signs and/or highly-visible traffic safety vests

Participants: Runner bibs with race numbers

Asset Protection

Registration is free. Volunteers are the most valuable asset on site. Perimeter security or paid security is not used beyond the closed streets, since there is no extensive infrastructure to protect.

Emergency Communications Plans

Tools Used for Communication:

- Contact List (appendix)
- Cell Phones
- PA system
- Two Way Radios
- Scripted Messages are included in the Quick Response Guide for Weather Situations

Emergency Response Plans

Emergency responders on site - Columbia Police Department will have a few officers on site. Boone Hospital will have a team on site conducting a Health Fair Event to coincide with the run. Boone Hospital will stage an ambulance on the Armory Parking Lot at 8th and Ash.

Commented [1]: need to verify through Elizabeth Thompson

First Aid Kits will be available at the Command Center Registration Desk. A fire extinguisher will be located at the Registration Desk.

Boone County Emergency Management and Boone County Joint Communications will be informed of the event and will monitor weather. Staff will be instructed to call 911 in the event of an emergency and 311 to report suspicious and potentially dangerous activity.

Event Organizers and managers will receive in advance Crowd Management Training from the Columbia Police and Fire Departments. Attendance is mandatory to insure we have 1 manager per every 250 attendees trained in crowd management. They will also receive the basic security training.

Volunteers will receive a basic security training where they are informed of the communications and response plans and how to obtain assistance in an emergency. The “See Something – Say Something” suggested protocol is also discussed during the training session.

A “Command Center” is established and housed near the Start-Finish line Registration Desk. Due to the four-hour event window and the size of the anticipated attendance, it will be staffed with two persons and backed up by others assisting with registration. Their purpose is problem resolution and coaching volunteers through their job descriptions and difficult situations. They may also be required to recruit additional help for or reassign volunteers to deal with problematic situations and mitigate risks.

A Quick Response Guide has been prepared for this event and is included in the appendix of this document. The plans included were selected based on an informal risk assessment of the most common occurrences at public and similar events as well as threats posing the highest risks to public safety. This Response Guide will include guidance in the following categories:

- Medical Emergency Response
- Lost Children & Adults
- Suspicious Persons
- Suspicious Package or Backpack
- Active Shooter Incident
- Bomb Threats & Explosions
- Civil Disturbance or Demonstration
- Evacuation
- Fire
- Power Outage
- Public Disturbance
- Robbery
- Structural Collapse
- Threatening Weather
- Emergency Response Evacuation Plan
- Incident Reports

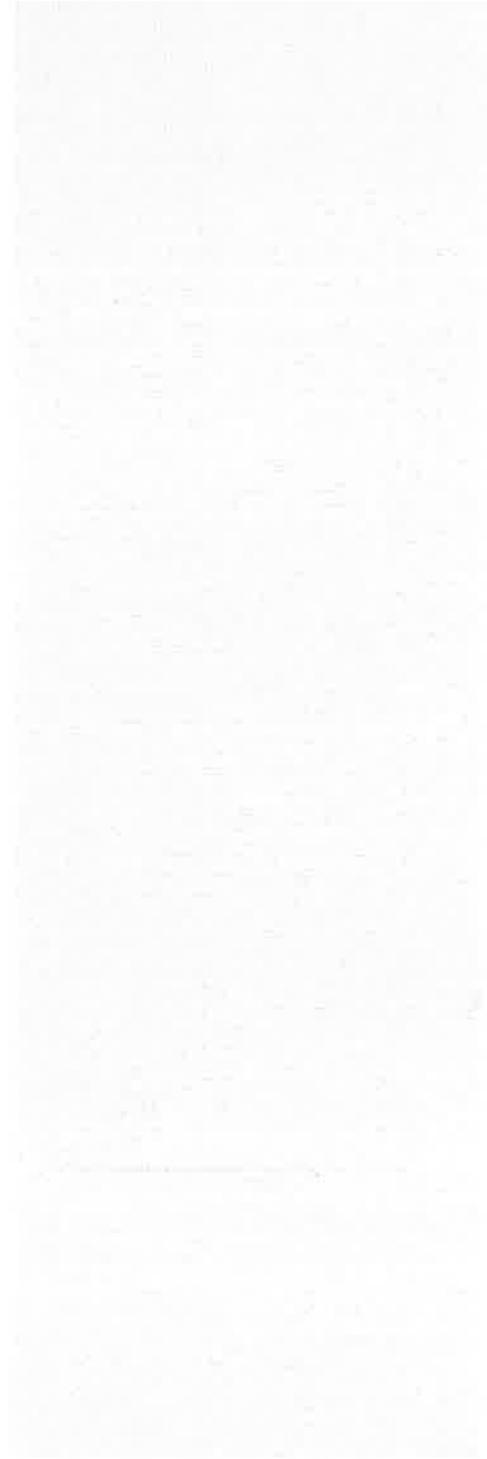
APPENDIX

CONTACTS

Last Name	First Name	Cell Phone	Support Role for Event	Organization
Kitchen	Newell	573-228-0879	Event Director	The Church of Jesus Christ of Latter-day Saints
BrInkerhoff	Tad	801-319-4692	Volunteer Coordinator	The Church of Jesus Christ of Latter-day Saints
SvedIn	Jeff	208-899-7093	Set up and Take down Coordinator	The Church of Jesus Christ of Latter-day Saints
Roblson	Sylvla	303-875-7895	Safety Plan Coordinator	The Church of Jesus Christ of Latter-day Saints

Includes Event Staff, City/County Contacts, Vendor Contacts, Health Fair Contacts anyone needed for support including everything from Insurance to porta pot contacts.

EVENT MAPS



Updated 1/30/14



- 4 Mile Route**
- Starts/ends on Ash
 - Start on Ash W to 5th
 - 5th N to Park
 - Park E to 10th
 - 10th S to Walnut
 - Walnut W to 7th
 - 7th N to Ash
 - Ash W to 4th
 - 4th S to alley on N of 2nd Bap
 - Alley E to 5th
 - 5th S to Elm
 - Elm E to 9th
 - 9th S to sidewalk at end of University Ave.
 - Sidewalk W into Quad
 - Sidewalk S around W side of Jesse to Conley
 - Conley W to Maryland (Tiger Ave)
 - Maryland S to Rollins
 - Rollins E to Missouri Ave
 - Missouri Ave N to Conley
 - Conley E to 9th
 - 9th N to Lowry Mall
 - Lowry Mall E to Hitt
 - Hitt N to University
 - University E to Matthews
 - Matthews N to Paquin
 - Paquin W to Waugh
 - Waugh N to 1st Bap park lot
 - Through parking lot W then S to alley
 - Alley W to Hitt
 - Hitt S to Locust
 - Locust W to 8th
 - 8th N to Walnut
 - Walnut W to 7th
 - 7th N to Ash
 - Ash E to Finish for 4 miles

2021 Parley P. Pratt Freedom Run Quick Response Guide

Response

- The time to read or refer to an emergency response guide is prior to the actual emergency. The following procedures are intended for use with your good judgment and common sense.
- This guide is intended for general use by Event Staff and Volunteers who are in a leadership role.
- This guide is also intended to be used as a training tool.

Emergency Contacts

- Emergency: 9-1-1
- Non-Emergency Emergency: 311
- Command/Registration Center: YTD, Sylvia Robinson

Emergency Response Plan Topics

- Medical Emergency Response
- Lost Children & Adults
- Suspicious Persons
- Suspicious Package or Backpack
- Active Shooter Incident
- Bomb Threats & Explosions
- Civil Disturbance or Demonstration
- Unexpected Crowd Hostility
- Evacuation
- Fire
- Power Outage
- Public Disturbance
- Robbery
- Structural Collapse
- Threatening Weather
- Emergency Response Evacuation Plan
- Incident Reports

Medical Emergency Response

- **Activation Authority:** Anyone can call 911 or flag down event volunteers to seek assistance.
- On-site ambulance with trained EMS will be located near the start/finish line (see map)
- Look around. Get the attention of police, other emergency personnel, or a supervisor. If you can't find one, call 9-1-1.
- Get help to quickly move obstacles out of the way and to help direct emergency personnel to your location.
- Assist with crowd control if needed -- move bystanders away so emergency responders can do their jobs.
- Contact the Command Center at 573-228-0870 (Newell Kitchen) to report the current status of the situation.

Lost Children and Adults

- **Activation Authority:** Anyone can call 911 or flag down event volunteers to seek assistance.
- Follow the same procedures as for an emergency. Remain with them until help arrives. **DO NOT MOVE A CHILD OR PARENT OR ADULT.** Keep them there with you until a police officer arrives.

Suspicious Persons

Activation Authority: Event Staff and Volunteers

- **Activation Authority:** Event Staff and Volunteers
- See Something Say Something
- Pay attention to abnormal behavior
- Notify a member of Event Management or law enforcement and help them locate the person and explain what you saw that seemed unusual.
- Assist security team or law enforcement by securing the area if necessary.

Suspicious Package or Unattended Backpack

- **Activation Authority:** Event Staff and Volunteers
- **See Something Say Something**
- An unattended package, bag, backpack etc. is a cause for concern since there is no knowledge of the contents. While the normal assumption would be that it was left behind by a volunteer or participant, the reality is that this is a common delivery device for explosives or toxins that could become an issue for public safety.
- Radios and phones should not be used near the suspicious package/backpack/container.
- Keep an eye on the package but **DO NOT MOVE** the package.
- Calmly ask if the bag/package belongs to anyone in the area. If no one claims the package try to politely keep others a distance from the package but do not create a panic.

- Call event management and relay the location of the package. If you feel there is an immediate threat call 911.
- Follow the instructions of the emergency responders when they arrive.

Active Shooter Incident

- **Activation Authority:** Anyone, call 911 or flag down an event volunteer or seek assistance.
- Quickly determine the most reasonable way to protect your own life. Event Patrons are likely to follow the lead of Event Staff and Volunteers during an active shooter situation.
- Follow the Run/Hide/Fight procedures as described here
- **RUN!** – Evacuate. If there is an accessible escape path, attempt to evacuate the premises. Be sure to:
 - Have an escape route and plan in mind. Follow your plan
 - Leave your belongings behind
 - Help others if possible
 - Prevent others from entering the area where the shooter may be
 - Keep your hands visible (don't look like the shooter)
 - Follow instructions of any police officers
 - Call 911 when you are safe
- **HIDE!** If evacuation is not possible, find a place to hide.
 - Be out of view
 - Find protection
 - If outside any barrier – picnic table, tree, storm ditch, sculpture etc.
 - Inside any barrier – closed locked door, out of sight, under desk
 - Barricade yourself in if appropriate. Only as a last resort!
 - Remain quiet, silence phones, radios, etc.
 - Be prepared to fight back if the attacker finds you!
 - Remain calm
 - Dial 911 if possible, if you can't speak, leave the line open and allow the dispatcher to listen.
- **FIGHT!** Out of Options! Last Resort –Take Action – Only if you are in imminent danger!
 - Attempt to disrupt and/or incapacitate the active shooter.
 - Act as aggressively as possible toward the shooter,
 - Throw items and improvised weapons at the attacker, until they are distracted enough for you to run away, or attack them.
 - YELL
 - Commit – Your life depends on it. Do not stop attacking the attacker until others arrive to help you
- **Other things you should know**
 - Law enforcement goes straight to the shooter, **DO NOT ATTEMPT TO STOP THEM.** Wounded will not be assisted until law enforcement signals rescue teams to come in and/or the wounded are evacuated to a safe area.
 - When they approach - Keep Hands Visible – No Quick Movements – They may push you down for your own protection

- Guide them toward the attacker with your voice or by pointing.
- Slowly lay down any items and raise your hands with fingers spread apart.
- Follow the instructions of law enforcement.
- If safe to do so – evacuate the direction the police officers came FROM!
- If asked for information be prepared with the following:
 - Location of Active Shooters
 - Number of Shooters if more than one
 - Number of Shooters if more than one
 - Physical Description of shooters
 - Number of and type of weapons shooters have
 - Number of Potential Victims near shooter(s)

Bomb Threats and Explosions

- **Activation Authority:** Anyone, call 911 or flag down an event volunteer or seek assistance.
- Bomb threats are most commonly made by phone but the sudden realization of a suspicious or abandoned package or object with no apparent owner or in an unusual place should also be considered a threat. In this situation, follow these instructions:
 - Do not use your phone or radio.
 - **See Something – Say Something** – a backpack in a trash can or a parcel under a tree with no one nearby, an hour later the parcel is still there, a car or other vehicle that appears abandoned or parked in an odd place. These types of items may not be a case for “Lost and Found”. Train yourself to think of them as “suspicious”.
 - Keep radios and cell phones away from suspicious packages
 - Do not touch, smell or open the item.
 - Follow your gut – a suspicious odor or residue on the item call 911 and explain what you are seeing and give your location.
 - If the hair on your neck is not standing up then just call the Command/Registration Center or the Non Emergency number 311 and describe what you are seeing and ask for law enforcement to come check it out.
 - Describe your appearance to the person you are speaking with so responders will know who to look for.
 - Stay in the area and discreetly secure it. If someone walks up to claim the item politely ask them to please wait until law enforcement arrives. If they don’t wait, make note of their description and the direction they went and call for assistance again and explain what happened.
 - Once law enforcement arrives, follow their instructions under either scenario.
 - If an evacuation is ordered, management will implement the appropriate evacuation plan.
- Explosion
 - Seek shelter and protection.
 - Call for assistance providing your location and the number and type of injuries you are seeing.
 - If there are no other imminent threats to your safety, stay with the injured until help arrives.

- Follow the instructions of the emergency responders.
- Bomb Threat by Phone: The following is a Homeland Security Bomb Threat Check List for use if a bomb threat was called into the event:

BOMB THREAT CALL PROCEDURES

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. **DO NOT HANG UP, even if the caller does.**
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist (reverse side) immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of the call, do not hang up, but from a different phone, contact FPS. Immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by email:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Poorly hand-written
- Excessive postage
- Misspelled words
- Stains
- Incorrect titles
- Strange odor
- Foreign postage
- Strange sounds
- Restrictive notes
- Unexpected delivery

DO NOT:

- Use two-way radios or cellular phones; radio signals have the potential to detonate a bomb.
- Evacuate the building until police arrive and evaluate the threat.
- Activate the fire alarm.
- Touch or move a suspicious package.

WHO TO CONTACT (select one)

- Follow your local guidelines
- Federal Protective Service (FPS) Police
1-877-34-P9-411 (1-877-437-7411)
- 911

BOMB THREAT CHECKLIST

Date: Time:

Time Caller Hung Up: Phone Number Where Call Received:

Ask Caller:

- Where is the bomb located? (Building, Floor, Room, etc.) _____
- When will it go off? _____
- What does it look like? _____
- What kind of bomb is it? _____
- What will make it explode? _____
- Did you place the bomb? Yes No
- Why? _____
- What is your name? _____

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (Background and level of noise) _____
- Estimated age: _____
- Is voice familiar? If so, who does it sound like? _____
- Other points: _____

Caller's Voice <input type="checkbox"/> Accent <input type="checkbox"/> Angry <input type="checkbox"/> Calm <input type="checkbox"/> Clearing throat <input type="checkbox"/> Coughing <input type="checkbox"/> Crackling voice <input type="checkbox"/> Crying <input type="checkbox"/> Deep <input type="checkbox"/> Deep breathing <input type="checkbox"/> Disguised <input type="checkbox"/> Distinct <input type="checkbox"/> Excluded <input type="checkbox"/> Female <input type="checkbox"/> Foreigner <input type="checkbox"/> Lip <input type="checkbox"/> Loud <input type="checkbox"/> Male <input type="checkbox"/> Nasal <input type="checkbox"/> Normal <input type="checkbox"/> Rugged <input type="checkbox"/> Rapid <input type="checkbox"/> Raspy <input type="checkbox"/> Slow <input type="checkbox"/> Slurred <input type="checkbox"/> Soft <input type="checkbox"/> Stutter	Background Sounds: <input type="checkbox"/> Animal Noises <input type="checkbox"/> House Noises <input type="checkbox"/> Kitchen Noises <input type="checkbox"/> Street Noises <input type="checkbox"/> Booth <input type="checkbox"/> PA system <input type="checkbox"/> Conversation <input type="checkbox"/> Music <input type="checkbox"/> Motor <input type="checkbox"/> Clear <input type="checkbox"/> Static <input type="checkbox"/> Office machinery <input type="checkbox"/> Factory machinery <input type="checkbox"/> Train <input type="checkbox"/> Long distance	Threat Language: <input type="checkbox"/> Incoherent <input type="checkbox"/> Accented <input type="checkbox"/> Impaired <input type="checkbox"/> Intentional <input type="checkbox"/> Profane <input type="checkbox"/> Well-spoken
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Other Information:



Homeland Security

Civil Disturbance or Demonstration

- **Activation Authority:** Anyone, call 911 or flag down an event volunteer or seek assistance.
- Peaceful demonstrations should be reported to the Command Center. Command Center Staff will need to know the location and nature of the demonstration so they can begin the process of communicating to event management to determine if the demonstration is acceptable to the event culture. Report any disruptive demonstrations to the law enforcement onsite.
- A disturbance can be a number of things.
- Call the Command Center if just annoying or offensive.
- If there is a threat to public safety CALL 911 first and then call the Command Center.
- Identify yourself and describe the location and the participants.
- You should remain a bystander and/or observer. Report any changes or escalations of violence to the 911 operator and or the Command Center if warranted.
- If you are at no personal risk, stay on site until help arrives.
- Follow the instructions of emergency responders when they arrive.
- Call the Command Center and let them know help has arrived and the status of the situation.

Unexpected Crowd Hostility

- **Activation Authority:** Event Management and the City of Columbia
- The primary role of event staff is to call 911 and get uninvolved patrons out of the area and wait for instruction from law enforcement and event management. Event management will decide if the run will be delayed or canceled.
- **Security Presence:**
 - Shirts and Lanyards for event management and shirts for volunteers will identify those that can help with the disturbance. Management and volunteers will be well versed with the event layout and locations of medical help.
 - Emergency responders will be identified by official uniforms and will be summoned through normal dispatch channels.

Evacuation

- **Activation Authority:** Newell Kitchen or Ted Weber, or City of Columbia Emergency Responders
- After the decision to evacuate has been made, the communication plan will be put into action by notifying key personnel and emergency management first, who will notify staff before coordinating an announcement to the general public.
- Evacuation Triggers: (including but not limited to)
 - Severe or Threatening Weather
 - Fire
 - Structural Collapse
 - Suspicious person

- Active Shooter
- Crowd Hostility
- Evacuation and Sheltering Plans include:
 - Communication Tools: Cell Phones, 2-way radios, Bull Horn, PA system at the start/finish line
 - Small Venue Evacuation or Isolated Incident:
 - **Activation Authority:** On site Management
 - Small Venue Evacuation Triggers: (including but not limited to)
 - Fire
 - Structural Collapse
 - Suspicious Person or Package
 - Crowd Hostility
 - Full Evacuation of Primary Event Area
 - **Activation Authority:** On site Management or City of Columbia Emergency Responders
 - After the decision to evacuate has been made, the communication plan will be put into action by notifying key personnel and emergency management first, who will notify staff before coordinating an announcement to the general public.
 - Evacuation Triggers: (including but not limited to)
 - Severe or Threatening Weather
 - Fire
 - Structural Collapse
 - Suspicious person
 - Active Shooter
 - Crowd Hostility
 - Sheltering Plans
 - In case of weather emergency, patrons will be directed to evacuate the area and seek shelter at one of the City of Columbia Parking Garages, any municipal or county offices or other places of business open to the public provided they are not included in the evacuated area.
 - Parking garages are located at:
 - 8th and Walnut
 - 8th and Cherry
 - 5th and Walnut
- **Please note:** the County Government Building is open to serve as a cooling center and a sheltering location during this event.

Fire

- **Activation Authority:** On Site Manager or Anyone can call 911 or flag down event volunteers to seek assistance
- Evacuate the area
- Call 911
- Take Control – post others at a safe distance to the perimeter to prevent re-entry

- Only if safe to do so:
 - Locate Fire Extinguisher – use only if you know how and the fire is manageable
 - Secure the Area
 - Secure Valuables such as cash but only if there is no immediate threat
 - Report status to the even Command/Registration Center
 - Follow instructions of emergency responders.

Power Outage

- **Activation Authority:** On Site Manager and Event Management
- A Power Outage in most cases will not affect this event. However, if traffic signals or other factors affecting public safety are impacted by the outage, the event staff will work with the City of Columbia and Emergency Responders to determine if the event should be delayed or closed.

Public Disturbance

- **Activation Authority:** On Site Manager and Event Management
- Public Disturbance could include Fights, Drunk and Disorderly, or Inappropriate behavior.
- Stay Calm! Alert the Command Center and ask another volunteer to help monitor the situation and keep others away from the offenders.
- Call 311 or 911 depending on the severity of the situation.
- Explain the situation, know your location and answer the 911 operators' questions. They will have a protocol that will gather the information needed to dispatch law enforcement.
- Do not intervene or attempt to break up any fights.
- Follow the instructions of law enforcement or emergency responders once they are on site.

Robbery

- **Activation Authority:** On Site Management and Anyone can call 911 or flag down event volunteers to seek assistance.
- Event Venue or Patron is Robbed!
 - Comply with the Robbers' request. (But do not leave the grounds with the robber)
 - Call 911 as soon as it is safe to do so and accurately describe your current location.
 - Ask witnesses to stay on sight to be interviewed for descriptions.
 - Ask witnesses to NOT compare notes until after they are interviewed by the police.
 - Notify the Command Center of the Robbery.
- Event Management will need to:
 - Determine if the existing staff is stable enough to reopen the venue
 - Determine if the environment is stable enough to reopen the venue
 - Deploy new volunteers to site if needed.
 - Authorize the "re-open".

Structural Collapse (stage, tent or other structure)

- **Activation Authority:** On Site Manager or Anyone can call 911 or flag down event volunteers to seek assistance
- Stay Calm / Take Control / and Delegate
- Secure the Area
 - Have someone call 911 and report
 - Post volunteers a safe distance from the perimeter to keep non-essential persons out of the area.
 - Notify the Event Management at Command Center
 - Stay with the injured if safe to do so until help arrives.
 - Follow the instructions of the emergency responders.
- The nature of the collapse, the number of injuries, etc. will determine if only the immediate area is affected or if it impacts the entire event. After the initial response, Event Management will work with the City of Columbia and the emergency responders to make decisions regarding repairs and reuse or reopening of a damaged venue.

Threatening Weather

- **Activation Authority:** Event Management and the City of Columbia
- On-site Weather Monitor will be Newell Kitchen at 573-228-0879 and will provide guidance to the Event Management
- On-site Weather Monitor tracks the pending forecast with great diligence in the days and weeks leading up to the event. Primary method of monitoring will be through the National Weather Service, and as needed the Emergency Management for Columbia and Boone County monitor the weather continuously.
- Once decision is made to evacuate, Implement Communication Plan, Evacuation Plan and announce to public - COMMUNICATE (Use PA System if available)
 - Organize an orderly evacuation – use volunteers to assist patrons.
 - Announce locations of nearby Shelters if needed.
 - Call for assistance for anyone with mobility problems.
 - Once the area is cleared, secure and take cover
- Severe weather script for announcers:
Warning Script: Severe Thunderstorm

The National Weather Service in St. Louis has issued a Severe Thunderstorm Warning for Boone County until _____ (enter time). A severe thunderstorm was near

_____ (town) moving _____ (direction) at _____ mph.

Towns in the path include: (list towns given in the warning) This storm will produce: Hail _____ (size) Wind gusts _____ (speed) Any other information you would like to include.

Warning Script: Tornado

The National Weather Service in St. Louis has issued a Tornado Warning for Boone County until _____ (enter time). A severe thunderstorm with strong rotation was near _____ (town), or a tornado was reported by _____ (source) moving _____ (direction) at _____ mph. Towns in the path include: (list towns given in the warning). People in the path should take cover immediately! Any other information you would like to include.

Emergency Response Evacuation Plan

- Command Center Phone Number: 573-228-0879 (Newell Kitchen)
- Emergency: 911
- Non Emergency Police Dispatch: 311
- "See Something – "Say Something" – Report potential problems prior to them becoming an emergency to the Command Center or to law enforcement. (Could be anything from a sagging tent, an odor, bickering or hostile exchange of words, excessive inebriation, an abandoned package or backpack).
- Attached: Map – Shows location of, Fire Extinguishers, First Aid Kits, and general traffic flow of Downtown Columbia
- First Aid Kits Located: Command/Registration Center with Boone Hospital EMS, and MU Hospital Aid station located at 2mile on the run route
- Fire Extinguishers located: Command/Registration Center
- Response to an Emergency!
 - Stay Calm! Take Control! Delegate!
 - Have someone call or send for help.
 - Check to see if anyone needs medical attention. Have someone assist the injured until help arrives.
 - Secure the Area
 - Remove everyone from the affected area.
 - Post people at entrances to avoid others from entering the event area.
 - Contact the Command/Registration Center to send someone to take an incident report and/or someone authorized to handle any media or press inquiries. (Newell Kitchen or Ted Weber)
- **IF THERE IS THREAT TO HUMAN LIFE - ESCALATE!**
 - COMMUNICATE (Use PA System if available)
 - Organize an orderly evacuation – use volunteers to assist patrons.
 - Announce usable exits.
 - Announce locations of nearby shelters if needed.
 - Call for assistance for anyone with mobility problems.
 - Once the area is cleared, secure and take cover.

- Own the response but do not own the incident. Relay the events as accurately as possible to emergency responders but do not place blame or accept fault. (That is the responsibility of the insurance companies and litigators!)



Incident Report

Information Record Only

This Is Not a Claim

This Record Is the Property of the Parley P Pratt Freedom Run Organization

It Is Important to document all Incidents for future reference. The documentation will assist In future planning efforts and assist If a timeline of events or participants Is needed for legal or insurance purposes.

Incident Accident Other

Completed by _____ Event Staff Event
Volunteer _____

Address and Phone

The following report is made as a record of an Incident/accident described below.

1. Subjects Name _____ Phone _____

Subjects Address _____

City _____

State _____ Zip _____

Date of Incident _____ Time of Incident _____

Address/place where Incident happened _____

Description of incident/accident/complaint

Was First Aid Required?

Was Law Enforcement Required?

Other Responders?

Witnesses - List Names, Addresses and Phone Numbers on back of page

EMERGENCY CONTACTS

Last Name	First Name	Cell Phone	Support Role for Event	Organization
Kitchen	Newell	573-228-0879	Event Director	Church of Jesus Christ of Latter-day Saints

2021 Parley P. Pratt Freedom Run Volunteer Security & Safety Training Handout

- Volunteer Check In – Check in 30 minutes prior to your shift. Confirm your assignment and move to your designated location. Check in will be located near the Registration Booth for runners.
- Wear your event credentials. Official volunteer credentials will be issued upon check in. With the credentials come the responsibility of administration of the safety plan for the event. Runners, guests, and emergency responders will look to you for information.
- Know the street address of the area or location you will be working. If you need to call 311, 911, or the Event Registration Desk, they will need to know the location you are calling from.
- Locate the Quick Response Guide. The guide includes responses to multiple emergencies including RUN, HIDE, FIGHT and scripted messages for worst case scenarios. Guides will be located in the **Command Center, Registration Tent, and the Official 2-mile Aid Station.**
- Emergency responders are on site during the event on the ARMORY LOT. Paramedics will be on site. Columbia Police Department and Fire Department are nearby.
- If you see an accident or situation that is an emergency:
 - DON'T PUT YOURSELF IN DANGER
 - Look around. Get the attention of police or other emergency personnel. If you can't find one, call 9-1-1.
 - Get help to clear a path and direct responders to the incident.
 - Assist with crowd control if needed – move bystanders away so emergency responders can do their jobs.
 - Contact Newell Kitchen at the Command Center at 573-228-0879 to report the current status of the situation.
- If it's not an emergency, but looks suspicious or potentially problematic:
 - **See Something-** You are our eyes and ears! If you see anything out of place or odd (such as a package left unattended, someone wearing an overcoat and it is a really warm day, or just someone acting peculiar), or a backpack left unattended. Remember descriptive details, colors, clothing, etc. to convey to emergency responders.
 - **Say Something-** Look around! Get the attention of police or other emergency personnel. Tell them what you saw.
 - Call Newell Kitchen at the Command Center at 573-228-0879 if you do not see someone close by to assist.
- Report or look for help if you see an escalating situation such as an argument or play bordering on dangerous.

- If your volunteer post is not near the ARMORY LOT but on the 4- or 1-mile race route, there may not be assistance nearby, MAKE THE CALL! 911 for Emergency and 311 for Non-Emergency, such as for suspicious or problematic situations that create a potential risk.
- If it's not an emergency but could be and can wait, Contact the Command Center at 573-228-0879 (Newell Kitchen) to report the current status of the situation.
- Lost children and adults:
 - Follow the same procedures as for an emergency. Remain with them until help arrives. DO NOT MOVE A CHILD OR PARENT. Keep them there with you until a police officer arrives.
- Evacuation:
 - A variety of situations could cause the need for patrons of the event to evacuate or take cover quickly. Inclement Weather, Gas or Chemical Leak, Active Shooter, etc. In the event of an evacuation, be calm. Bull horns if appropriate will be used to deliver pre-scripted messages. Since the event is open to the public with minimal restrictions on access or egress, multiple routes are available for evacuation.
- Sheltering: Sheltering Locations most accessible are the parking garages located at 8th and Walnut, 8th and Cherry, 5th and Walnut.
- Remember, more than anything--just do the job you're assigned! Don't leave your post. If something happens--get help to come to you. "See Something, Say Something".
 - Emergency 911
 - Non Emergency 311
 - Registration/Command Center 573-228-0879