



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5165)

Meeting: 04/27/20 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5165

Meeting Attachments

ATTACHMENTS:

- 042720 CERTIFIED COURT ORDER NO. 04-27-2020-01 (PDF)
- 042720 RMD - 1st QUARTER REPORT (PDF)
- 042720 COUNTY CLERK - 1st QUARTER REPORT (PDF)
- 042720 COUNTY CLERK - POLLING PLACE REPORT (PDF)
- 042720 AWARD LETTER - ROOF REPLACEMENT - GOINS CONSTRUCTION(PDF)
- 042720 RENEWAL LETTER - RADIO COMMUNICATIONS - RADIOPHONE NROUTE (PDF)
- 042720 RENEWAL LETTER - CONCRETE MATERIALS - CITY WIDE CONCO SOUTHWEST MATERIAL (PDF)
- 042720 PURCHASING POLICY MANUAL - ORDER NO. 04-27-2020-02 (PDF)

The Treasurer is hereby ordered to pay the following entities:

CART

RECEIVED
 NR
 APR 23 2020
 9:56 AM
 KAY BROWN
 COUNTY CLERK

April 23, 2020
 Receipt #:3087

April 2020 Term

| AMOUNT RECEIVED | | 222-43354 | 131,333.02 | Check # |
|----------------------|------------|-----------|------------|---------|
| BRIDGE | | 15.00% | 19,699.95 | |
| | ROAD MILES | | | |
| COMMON 1 | 297.51 | 29.67% | 38,966.51 | |
| COMMON 2 | 280.69 | 27.99% | 36,760.11 | |
| BILLINGS SPECIAL | 103.25 | 10.30% | 13,527.30 | |
| GARRISON SPECIAL | 24 | 2.39% | 3,138.86 | |
| OZARK SPECIAL | 102.97 | 10.27% | 13,487.90 | |
| SELMORE SPECIAL | 27.5 | 2.74% | 3,598.52 | |
| SOUTH SPARTA SPECIAL | 11.1 | 1.11% | 1,457.80 | |
| STONESHIRE SPECIAL | 5.3 | 0.53% | 696.07 | |
| TOTAL ROADS | 852.32 | 100.00% | 111,633.07 | |
| TOTAL BRIDGE | | | 19,699.95 | |
| TOTAL DISBURSED | | | 131,333.02 | |

Ralph Phillips 4/27/2020
 Presiding Commissioner Ralph Phillips
Hosea Bilyeu
 Western Commissioner Hosea Bilyeu
Mike Robertson 04-27-2020
 Eastern Commissioner Mike Robertson

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this this, the 27th day of April, 2020.

Kay Brown
 Kay Brown, Clerk of the County Commission

Resource Management Department
2020 – 1st Quarter Report
to the
County Commission



April 13, 2020

Planning and Development Department

We started this year off with a strong trajectory in terms of new development taking place in Christian County.

The COVID-19 pandemic has required that we make some temporary changes in how we do business.

In order to accept new planning or building permit applications we have set up the vestibule of our building with self-serve documents and a locked drop box where individuals can securely drop off completed applications, surveys, payments etc. It seems to be working well and the public has adapted.

Residential Development

The climate for residential development continues to be strong. So far this year our office has processed 17 Administrative Minor Subdivisions resulting in 24 new parcels which are potential residential building sites.

We continue to meet with developers regarding additional residential developments which will proceed through the Major Subdivision process in the coming months. We recently approved a small development outside of Ozark and have two other projects in the works.

Commercial Development

Our office continues to work with developers on various prospective and ongoing projects throughout the County. The Commission recently approved the rezoning of three parcels along State Highway 14 at Highway W to C-2 General Commercial.

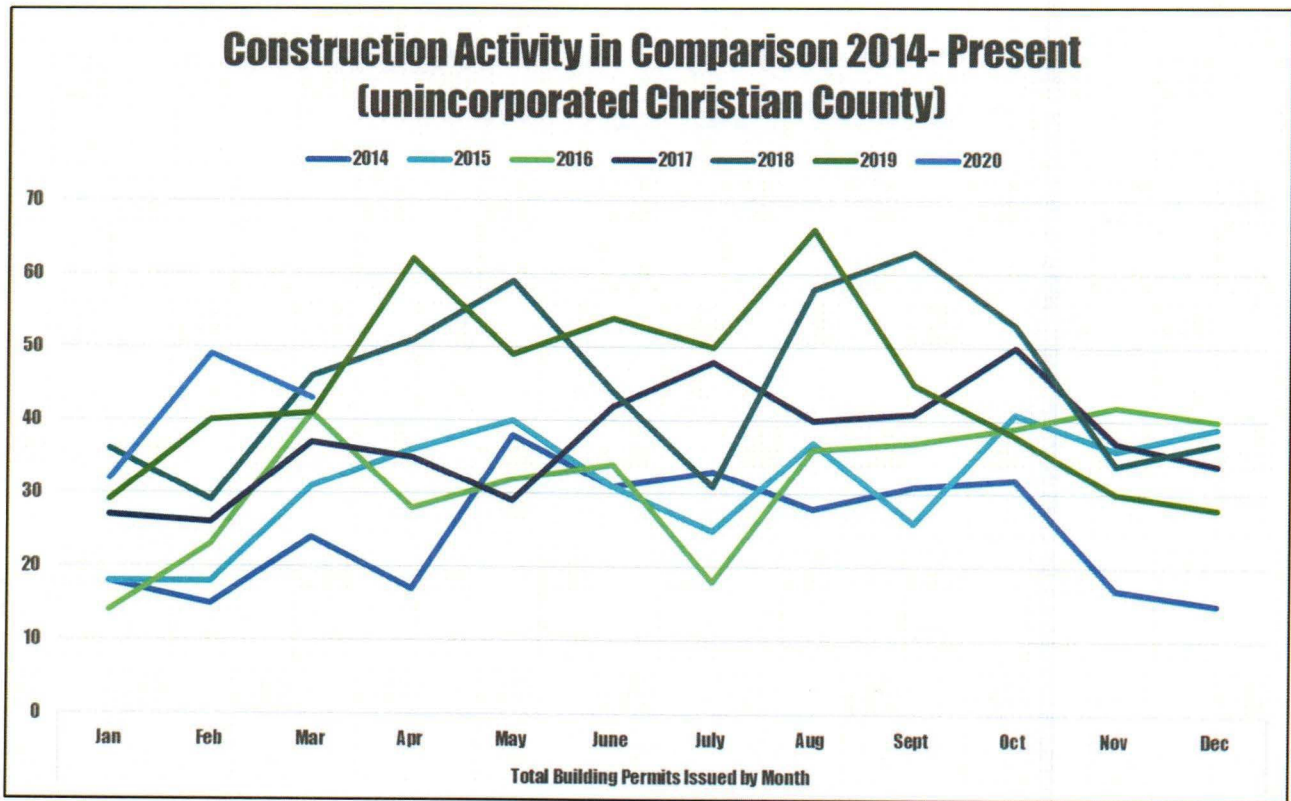
The lack of public sewer and water infrastructure in the unincorporated county limits the desirability for some businesses to locate outside the urbanized core. As always, we regularly work with the Cities of Ozark and Nixa through our Urban Service Area Agreement referring potential commercial projects which could be developed utilizing municipal water and sewer. We also began a program of meeting with staff from the cities of Ozark and Nixa as well as with the Director of ShowMe Christian County on a monthly basis to exchange ideas related to economic development.

Building Inspections

Our strong climate for construction continues into 2020. The department issued 124 permits during the first three months of the year. This is the busiest first quarter we have seen. The current pandemic situation has only dampened new construction slightly. Despite having our lobby closed to the public we have been able to accept new permit applications and have issued 11 permits as of April 10th.



| Total Building Permits Issued by Month | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|-------|
| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Total |
| 2014 | 18 | 15 | 24 | 17 | 38 | 31 | 33 | 28 | 31 | 32 | 17 | 15 | 299 |
| 2015 | 18 | 18 | 31 | 36 | 40 | 31 | 25 | 37 | 26 | 41 | 36 | 39 | 378 |
| 2016 | 14 | 23 | 41 | 28 | 32 | 34 | 18 | 36 | 37 | 39 | 42 | 40 | 384 |
| 2017 | 27 | 26 | 37 | 35 | 29 | 42 | 48 | 40 | 41 | 50 | 37 | 34 | 446 |
| 2018 | 36 | 29 | 46 | 51 | 59 | 44 | 31 | 58 | 63 | 53 | 34 | 37 | 541 |
| 2019 | 29 | 40 | 41 | 62 | 49 | 54 | 50 | 66 | 45 | 38 | 30 | 28 | 532 |
| 2020 | 32 | 49 | 43 | | | | | | | | | | 124 |



We are continuing to track the growth in the number of permits issued for solar panel installation. So far this year we have issued a similar amount of the permits as we did in the same period last year.

Recycling Center

Lee and Danny at the recycling center continue to do a great job every day operating and maintaining this facility.

Public access to the Recycle Center was cut off as part of the Commission's decision to close public offices.

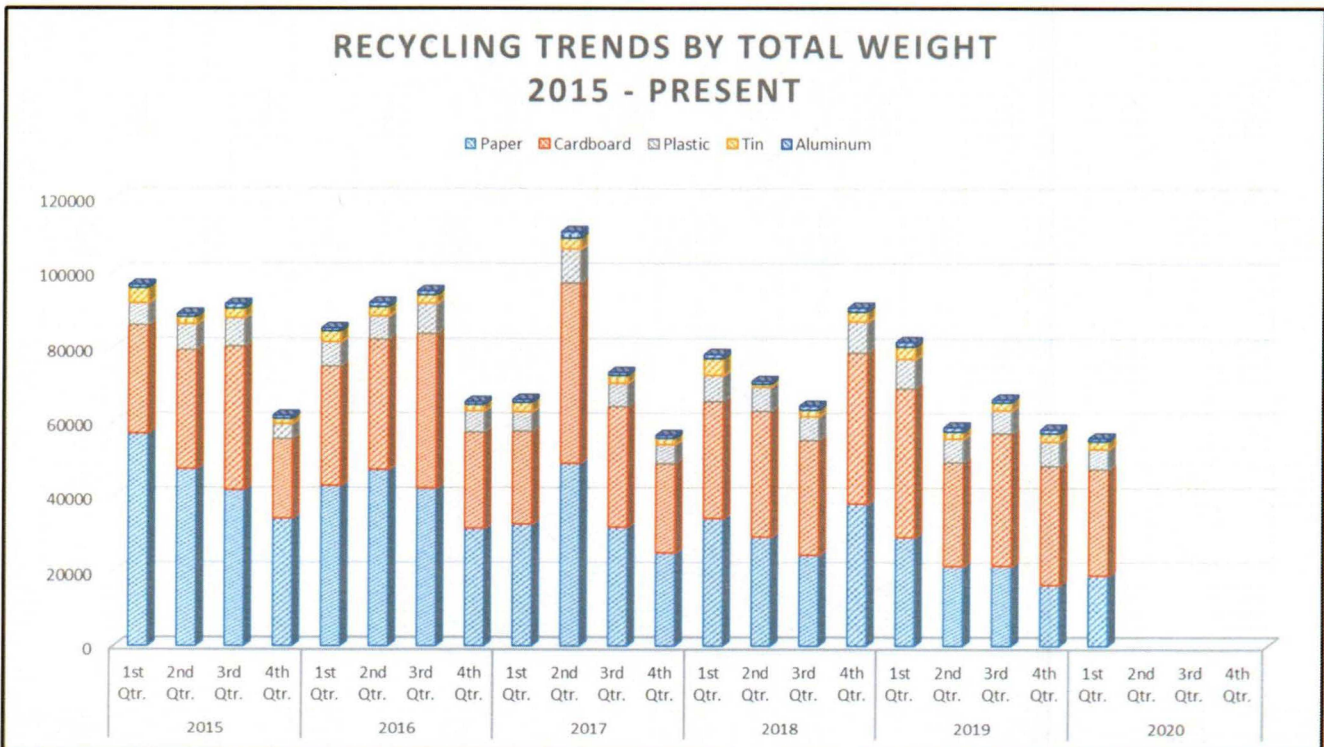


During this time, Lee and Danny are still picking up materials from County buildings and are utilizing this opportunity to catch up on needed maintenance such as taking care of the wheel bearings on all of the trailers and patching numerous leaks on the roof there.

Materials processed and shipped to Greenway so far this year compared to last year:

| Material | January - March 2019 | January - March 2020 |
|--------------|----------------------|----------------------|
| Paper | 29026 lb | 18784 lb |
| Cardboard | 39978 lb | 28580 lb |
| Plastic | 7798 lb | 5242 lb |
| Tin | 3396 lb | 2240 lb |
| Aluminum | 1244 | 784 lb |
| Total weight | 81442 lb | 55630 lb |

We were awarded a grant through the Ozarks Headwaters Recycling District (District O) last year for funding to purchase a new ¾ ton truck for the recycling center. We are still awaiting word from MoDNR to tell us that the award is funded.



Environmental



The floodplain mapping update project continues. It appears that it will be early 2021 before the new maps take effect. In late September of 2019 we received preliminary copies of the updated maps for the County and also the public to review. We have added content to the county website which makes this information available to the public to look at electronically. These maps are also available to look at in our office any time.

In January, Josh Bird attended a meeting with MoDNR regarding the requirements and expectations associated with upcoming revisions to the MS4 permit program. The meeting included representatives from numerous regional jurisdictions. His takeaway from that meeting was that Christian County is in a comparatively good position and should be able to adapt to any new requirements.

Our Facility

Currently, the doors at 1106 W. Jackson remain closed to the public except for special appointments to specifically sign documents.

All public meetings have been suspended in order to comply with the Commission's Order restricting gathering limits and the Stay at Home Order.

A handwritten signature in blue ink, appearing to read "Todd M. Wiesehan", is written over a horizontal line.

Todd M Wiesehan
Director, Resource Management Department

2020 YEAR – 2ND QUARTER REPORT OF THE COUNTY CLERK

January 23, 2020, all the Military/Overseas voters were sent an absentee ballot of their choice.

January 24, 2020, the Military Portal was prepared and activated for the March 10, Presidential Primary.

January 27, 2020, absentee applications were mailed to over 600 permanent disabled voters. On the same day, I certified the University of MO. Extension Annual Election.

January 28, 2020, 1st day of absentee voting in office and by mail. In addition, the same day was the certification of the April 4, 2020 General Municipal Election. It was a busy day with absentee voting and all the districts coming to the office to certify their documents for the April Election to the County Clerk.

January 29, 2020, Paula Brumfield, prepared and distributed W2s to all the employees and filed all the year-end reports.

January 31, 2020, swore in several Library employees to be voter registrars. After that, I began preparation for the ballot assignment sheet for the April General Municipal Election.

January 31, 2020, Norma Ryan prepared and mailed all the 1099's to the vendors.

February 3, 2020, began working on the 2019 Financial Statement.

February 10, 2020, presented the 2019 Financial Statement to the Commission and submitted for publication to the Christian County Headliner News.

February 13, 2020, swore in the newly elected council members to the University of MO extension.

February 20, 2020, prepared the Military Portal for the April General Municipal Election.

February 25, 2020, at 8:00 a.m. candidate filing began in the County Clerk's Office for the August Primary Election and the first day of absentee voting for the April General Municipal Election. The day started out slow compared to previous candidate filing days.

February 26, 2020, at 9:00 a.m. the public test for the March 10, 2020 Election was held. The office was very active with preparation for the March 10, 2020 presidential primary, and absentee voting going for two elections at the same time, training a new hire, preparing for Judges training and created the newspaper notice for publication for the March 10, 2020 Presidential Preference Primary .

March 2nd and 3rd, 2020; we held 8 classes for the Election Judges for the March 10, 2020, Presidential Primary Election.

March 5, 2020, I met with Sarah Hayter, a teacher from Ozark High School and students to recruit election assistants to serve at the polls providing assistance to the voters by doing address changes, name changes and general assistance to the Election Judges. Ms. Hayter and students were amazing!!

March 10, 2020, the Presidential Preference Primary was held and the first time County employees served as Election Judges. They did an excellent job!!

March 13, 2020, certified the March 10, 2020, Presidential Preference Primary Election to the Secretary of State.

March 16, 2020, certified the Presidential Preference Primary to the County Commission.

March 17, 2020, the traffic in the County Clerk's Office decreased due to COVID-19.

March, 18, 2020, Paula began the process of submitting the Form 1095C to the IRS. The task was completed by March 23, 2020.

March 30, 2020, prepared form 1313 delinquent taxes report for the Department of Revenue and the State Tax Commission.

March 31, 2020, Paula set up pay codes in Paychex and Tyler for the emergency paid sick leave due to COVID-19.

April 15, 2020, prepared the Local Railroad and Utility Book and Form 40 for the State Tax Commission.

DAILY and MONTHLY DUTIES ACCOMPLISHED

- Norma Ryan pays all the bills for the county and reconciles all accounts.
- Norma Ryan preprocesses all new voter registration cards received by mail each day.
- Paula Brumfield continues to process bi-weekly payroll for all county employees.
- Each month Chief Deputy Payroll Clerk Paula Brumfield prepares the grant reimbursement invoice for the Sheriff's Department, Juvenile Department, Emergency Management, and the Prosecutor's Office. All grant payroll reimbursements are submitted in a timely manner.
- Paula Brumfield processes the monthly and quarterly reports as required for various agencies: Form 941, unemployment quarterly report, LAGERS and CERF.
- Paula Brumfield prepared and submitted the monthly collection reports Form 1315A of the County Collector to the Department of Revenue and the State Tax Commission for the months of: January, February, and March.
- Paula Brumfield scans and uploads the minutes to the website and archives the records.
- Elections have received an increase in the number of new voter registrations due to the presidential election year. As a result, everyone including the County Clerk are working diligently to process all the filings received including the voter canvass return mail, and pulling cards and filing. In addition the election deputy clerks continue to stay very busy

with the on-line and in office voter registrations, absentee voting, ERIC reports, incapacitated, felons and deceased reports in addition to preparing for the elections. 1,945 new voter registrations were accepted from January 1, through April 21, 2020. We are still working on the over 5,000 pieces of return mail from the voter canvass.

Much appreciation goes to Eryn and Destany as they have been serving the public by curbside for all the entries listed below in addition to absentee voting all by curbside.

| Total | | | 2020 JANUARY | | 2020 FEBRUARY | | 2020 MARCH | |
|------------------------------|-----|--------------|--------------|----------|---------------|-----------|------------|-----------|
| | # | Total Amount | # | Amount | # | Amount | # | Amount |
| ATV \$ 15.00 EACH | 40 | \$ 600.00 | 18 | \$270.00 | 15 | \$ 225.00 | 7 | 105.00 |
| Notary \$ 6.00 EACH | 73 | \$ 384.00 | 24 | \$144.00 | 26 | \$ 156.00 | 14 | \$ 84.00 |
| Auction \$52.00 | 0 | \$ 0.00 | 0 | \$0.00 | 0 | \$ 0.00 | 0 | \$ 0 |
| Public Service Req. \$ 10.00 | 1 | \$ 10.00 | 0 | 0 | 0 | \$ 0.00 | 1 | \$ 10.00 |
| Copies 10 cents per page | 115 | \$ 11.50 | 110 | 11.00 | 5 | \$ 0.50 | 0 | \$ 0.00 |
| GRAND TOTAL | 229 | \$ 1,005.50 | 45 | \$425.00 | 52 | \$ 381.50 | 37 | \$ 199.00 |

Story of Dedication-

Paula Brumfield came to work on Tuesday, December 31, 2019 at 5:30 a.m. to begin the payroll process. The servers were down on Monday and Wednesday was New Year's Day. It was a challenge for Paula to get everything processed and forwarded to the Treasurer by Tuesday afternoon to meet the direct deposit deadline. If Paula did not arrive early to work on that Tuesday morning, payroll would not have been processed in time. The direct deposit had to be completed by Tuesday afternoon or there would be no payroll checks on Friday, January 3, 2020, for all the county employees. I am thankful to have a dedicated staff!

When the pressure was on, my staff came through!!

April 27, 2020 PRECINCT/POLLING PLACE REPORT (51.121 RSMO)

TO: Christian County Commission

FROM: County Clerk Kay Brown

2020

In the fall of 2019, I began seeking new polling locations for Riverside 2 and Lincoln 2 the Rosedale 1A. Mission Accomplished! Beginning with the March 10, 2020 Presidential Preference Primary Election all the new polling locations are in operation.

2020 PROPOSED POLLING PLACE CHANGES

April 2018, the Rosedale 1A polling location moved from Espy Elementary School to the Nixa City Hall. Nixa City Hall had adequate parking space but the space inside the facility was not large enough for the number of voters that attended the election. Beginning with the March 10, 2020, Presidential Primary Election, Rosedale 1A, moved to Nixa First Baptist Church. Nixa First Baptist Church was successful in serving as a polling location for the Presidential Preference Primary.

The Lincoln 2 precinct that is located at the Clever Fire Station on Elm Street off of State Highway 14 in Clever has been gracious to accommodate the voters in their community. However, during the 2018 November Election, there were not enough parking spaces available at the fire station and many voters were parking on the street. I was concerned for the safety of the voters parking on such a busy street. After meeting with the Clever School Board, they have agreed to host the Lincoln 2 voters for a period of 2 years beginning with the March 10, 2020, Presidential Primary Election. I am pleased to announce that the new polling location at the Clever FEMA gym was successful.

Riverside 2, precinct, located in the FEMA shelter on the backside of Ozark North Elementary School does not have adequate parking for the voters. For this reason, I requested James River Church to host Riverside 1 and 2 and reunite them into one precinct. Riverside 1 & 2 has reunited and is one big happy family! Riverside Precinct is meeting at the James River Church Youth Building.

For all the new polling locations listed above, I have received no complaints!

In 2020 the Nixa School District, James River Church of Ozark and St. Joseph's Church located in Billings, requested a contract with the County Clerk's Office to prohibit electioneering at their polling locations except within designated areas. These contracts have been in place for the past several years.

April 2018 = 50,855 active registered voters

April 2019 = 55,539 active registered voters Total Registered Voters 58,687

April 2020 = 53,972 active registered voters Total Registered Voters 60,512

County: Christian
User Name: Brown, Kay

District Voter Count

Date: 04/24/2020
Report No.: DP-003

District: CHRISTIAN COUNTY

| DISTRICT TYPE | DISTRICT | ACTIVE | INACTIVE | PENDING- ACTIVE | TOTAL |
|----------------------|------------------|---------------|-----------------|----------------------------|--------------|
| COUNTY AT-LARGE | CHRISTIAN COUNTY | 53972 | 6503 | 37 | 60512 |
| | | 53972 | 6503 | 37 | 60512 |

| TOWNSHIP | POLLING PLACE | ADDRESS |
|---------------------|---|---|
| 1. E. Benton | <i>(combined with Bruner)</i> | |
| 2. W. Benton | <i>(combined with Linden)</i> | |
| 3. Bruner | Bruner Community/Senior Center | St. Hwy. 14 & Marshfield Rd. Bruner, MO. |
| 4. Chadwick | Chadwick Community Bldg. | 122 Oriole Dr. Chadwick, MO. |
| 5. Riverside | James River Church (Youth Center) | 6100 N. 19th St. Ozark, MO. |
| 6. Cassidy #1 | Ozark Career Center | 802 W. Jackson Ozark, MO. |
| 7. West Finley | Ozark South Elementary School | 1250 W. South St. Ozark, MO. |
| 8. East Finley | First Baptist Church (Commons) | 1400 W. Jackson St. Ozark, MO. |
| 9. North Galloway | Highlandville Elementary Sch. (FEMA) | 223 Kentling Ave. Highlandville, MO. |
| 10. South Galloway | Spokane Middle School (Library) | 1130 Spokane Rd. Spokane, MO. |
| 11. Garrison | <i>(combined with Chadwick)</i> | |
| 12. Lead Hill | <i>(combined with Oldfield)</i> | |
| 13. Lincoln #1 | Clever City Hall | 304 S. Clarke Ave. Clever, MO. |
| 14. Linden | Elm Grove Church (Rogersville) | Corner of U Hwy & Elm Grove Rd. |
| 15. North Linn | Victory Baptist Church | 5058 State Hwy W Ozark, MO. |
| 16. South Linn | <i>(combined with Chadwick)</i> | |
| 17. McCracken | Ozark East Elementary School | 2449 E. Hartley Ozark, MO. |
| 18. Oldfield | Church of Christ | 184 Oldfield, Rd. Oldfield, MO. |
| 20. Polk | St. Joseph Church (Cafeteria) | 320 NW Washington Billings, MO. |
| 21. Union Chapel | Nixa Junior High School (East lobby) | 205 North St. Nixa, MO. |
| 22. Rosedale # 1A | First Baptist Nixa | 601 W. Wasson Dr. Nixa, MO |
| 23. Garden Grove | John Thomas School of Disc. (FEMA/Gym) | 312 N. Market St. Nixa, MO. |
| 24. Northview #1 | High Pointe Elementary School (Gym) | 900 N. Cheyenne Rd. Nixa, MO. |
| 25. Seneca | <i>(combined with Chadwick)</i> | |
| 26. Sparta | Sparta High School | 8520 State Hwy 14 E Sparta, MO. |
| 27. Union Chapel #2 | Inman School (FEMA) | 1300 N. Nicholas Rd. Nixa, MO. |
| 28. Rosedale #2 | Nixa High School (Auxillary Gym) | 514 S. Nicholas Rd. Nixa, MO. |
| 29. Northview #2 | Summit Intermediate School (Gym) | 890 N. Cheyenne Rd. Nixa, MO. |
| 30. Rosedale #1B | Mathews Elementary School (FEMA) | 605 S. Gregg Rd. Nixa, MO. |
| 32. Cassidy #2 | Ozark West Elementary School (Library) | 3105 W. State Highway CC Ozark, MO. |
| 33. Lincoln #2 | Clever High School (FEMA) | 6800 W. Veterans Blvd. Clever, MO |

The following is a list of all polling places in Christian County for the Elections (Revised July 12th, 2019)

All polling locations highlighted have contracts for No- Electioneering



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-582-4300 • Fax: 471-581-5924

Ralph Phillips
Presiding Commissioner

Hosea Bilyeu
Western Commissioner

Mike Robertson
Eastern Commissioner

27 April 2020

Goins Construction
252 Bristlecone Dr
Ozark, MO 65721
jjc@classicnet.net

The Christian County Commission voted in session today to award the bid for roof replacement (shingle roof) of the property located at 2701 W. Jackson Street, Ozark to Goins Construction. We thank you for participating in the bidding process, and we look forward to working with you. Please contact Building and Maintenance Supervisor Richard Teague at (417) 839-3186 to begin scheduling work.

Thank you,

Presiding Commissioner Ralph Phillips

Eastern Commissioner Mike Robertson

Western Commissioner Hosea Bilyeu

Auditor Amy Dent

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

Ralph Phillips
Presiding Commissioner

Hosea Bilyeu
Western Commissioner

Mike Robertson
Eastern Commissioner

27 April 2020

Radiophone
534 W Walnut
Springfield, MO 65806
tyler@radiophonewireless.com

NRoute
6102 N 23rd St
Ozark, MO 65721
nroutellc@gmail.com

The Christian County Commission voted in session today to renew the bids for radios for the Christian County Highway Department to Radiophone and NRoute for another year. We thank you for your continued service.

Thank you,

Presiding Commissioner Ralph Phillips

Eastern Commissioner Mike Robertson

Western Commissioner Hosea Bilyeu

Auditor Amy Dent

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

Ralph Phillips
Presiding Commissioner

Hosea Bilyeu
Western Commissioner

Mike Robertson
Eastern Commissioner

27 April 2020

City Wide
1948 N West Bypass
Springfield, MO 65803

Conco
432 W Tracker Rd
Nixa, MO 65714

Southwest Materials
PO Box 1165
Branson, MO 65616

The Christian County Commission voted in session today to renew the bids for concrete materials for the Christian County Highway Department to City Wide, Conco, and Southwest Materials for another year. We thank you for your continued service.

Thank you,

Presiding Commissioner Ralph Phillips

Eastern Commissioner Mike Robertson

Western Commissioner Hosea Bilyeu

Auditor Amy Dent

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Christian County Purchasing Policy Manual



100 West Church Street, Room 100
Ozark, Missouri 65721

Adopted and Amended by the Christian County Commission

Commission Order #: 04-27-2020-02

Date: 27 April 2020

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General Provisions

Purpose and Application

The purpose of this policy manual is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County of Christian, hereinafter referred to as County, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. This policy manual applies to contracts and purchases for the procurement of supplies and services entered into by the County after the effective date of this policy, unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by all Administrative Authorities irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

The Christian County Purchasing Department is responsible for the centralized coordination of County purchasing for the procurement of supplies, equipment, services, and construction for all Christian County departments, at the best economic value for the taxpayers of Christian County, Missouri. It is the responsibility of the Purchasing Department to ensure compliance with Missouri Revised Statutes, and to ensure that the County receives quality goods and services at the lowest possible cost by seeking modest prices in an open, fair, and competitive process. The Purchasing Department issues bids, requests for proposals, contracts, and coordinates the disposal and/or transfer of surplus county property.

Mission Statement

The Christian County Purchasing Department seeks to secure needed products and services for all County departments at the lowest possible cost, quality considered, and to be good stewards of public funds. We strive to represent the County in the best possible light, to promote competition to the fullest practicable extent, and to administer programs openly, uniformly, and fairly.

Goals and Objectives

1. To be responsive by providing timely acquisition of goods and services in support of County operations and scheduled projects while continuing to revise and improve the purchasing process.
2. To be responsible for processing transactions in accordance with applicable regulations.
3. To acquire goods and services at the lowest possible cost, consistent with the quality needed for effective use while actively promoting the competitive acquisition process to add value and protect the taxpayers' investment.
4. To protect the County's reputation by promoting and adhering to high ethical standards.

Definitions

1. *Addendum*. Typically, an addition or supplement to a bid solicitation, for example, items or information added to a procurement document.
2. *Administrative Authority*. Any Elected County Official or Department Head or a person designated by them to authorize procurement and the expenditure of County funds pursuant to this policy.

3. *Amendment*. A revision or change to a contract.
4. *Or Equal Specification*. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Christian County requirements, and which provides for the submission of equivalent products.
5. *Brand Name Specification*. A specification limited to one or more items by manufacturers' names or catalogue numbers.
6. *Business*. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
7. *Change Order*. Used for implementing changes in the scope, fee, or duration of the work agreed to by the owner and contractor. Execution of a completed change order indicates agreement upon all terms of change, including any changes in the contract sum (or guaranteed maximum price) and contract time. The order allows for signatures of the County and contractor, and a for a description of the change.
8. *Contract Modification* (bilateral change). Any written alteration to any provision of the contract (i.e. specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract) accomplished by mutual action of the parties to the contract.
9. *Confidential Information*. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
10. *Construction*. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
11. *Contract*. All types of Christian County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.
12. *Contractor*. Any person having a contract with the County or Administrative Authority thereof.
13. *Employee*. An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the County; and any non-compensated individual serving as an elected official of the County.
14. *Invitation for Bid*. A formal request to prospective vendors soliciting sealed bids. The document will contain standard technical specifications of a specific nature and a formal bid opening date and time with which the bidder must comply in order to be considered for award.
15. *Person*. Any business, individual, union, committee, club, other organization, or a group of individuals.
16. *Pricing Data*. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
17. *Procurement*. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies or services. It also includes all functions that pertain to the obtaining of any supply or service, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

18. *Public Agency.* A public entity subject to or created by the County.
19. *Purchase.* The term “purchase” as used in this policy refers to the procurement of any and all supplies, materials, equipment, contractual services or articles and shall include the rental or leasing of any equipment or articles as described and required in this policy. A purchase is defined as the value of one transaction, regardless of the number or type of items acquired or ordered in that transaction.
20. *Request for Quotation.* An informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. Used only where statutes do not require formal sealed bids, such as small or emergency purchases, but price competition is desired.
21. *Request for Proposal.* Used for complex requirements that preclude the use of specifications. An RFP will contain functional specifications for which the offeror must respond with a sealed proposal. A formal proposal date and time will be specified. Subjective evaluation criteria may be used to select a contractor. Negotiations may be conducted with those offerors who submit potentially acceptable proposals.
22. *Responsible Bidder or Offeror.* A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
23. *Responsive Bidder.* A person who has submitted a bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
24. *Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
25. *Specification.* Any description of the physical or functional characteristics of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery.
26. *Supplies.* All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Section 610.010 and 109.180 RSMo and shall be available to the public as provide in such statute.

Office of the Purchasing Agent

Establishment, Appointment, and Tenure

(50.753 RSMo) There is hereby created the position of Purchasing Agent who shall be the County’s principal public purchasing official and serve at the pleasure of the Christian County Commission. The Purchasing Agent shall be appointed by the Christian County Commission, shall serve an indefinite term, and may be removed from office by the Christian County Commission.

Authority, Duties, and Delegation

Except as otherwise provided herein, the Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies and services in accordance with this policy.

In accordance with this policy, and subject to the supervision of the Christian County Commission, the Purchasing Agent shall:

1. Procure or supervise the procurement of all supplies and services needed by the County (50.755 RSMo).
2. Establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies and services.
3. Consistent with this policy, and with the approval of the Christian County Commission, the Purchasing Agent may adopt operational procedures relating to the execution of its duties.

With the approval of the Christian County Commission, the Purchasing Agent may delegate authority to purchase certain supplies, services, or construction items to other Administrative Authorities if such delegation is deemed necessary for the effective procurement of those items and when such delegation is evidenced by a formal Commission order for the effective procurement of these supplies, services, or construction.

Source Selection

Competitive Sealed Bidding (Invitation to Bid)

1. *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided.
2. *Invitation for Bid.* An Invitation for Bid shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
3. *Public Notice.* All public notices of the Invitation for Bid and shall be given a reasonable time, not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice includes publication in a newspaper of general circulation for a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening.
4. *Bid Opening.* Bid shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bid. The name of each bidder and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.
5. *Bid Award Recommendations.* The Purchasing Agent and/or Administrative Authority shall present bid award recommendations in scheduled commission meetings for all contract awards except for bid award recommendations for bids opened in scheduled Commission meetings which may be approved by County Commission during the first reading following the public bid opening. The Purchasing Agent and Administrative Authority may concur before said scheduled meeting.
6. *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bid, which may include criteria to determine

acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bid will set forth the evaluation criteria to be used.

7. *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the Invitation for Bid prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a mistake of fact may be permitted to withdraw its bid if
 - a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 - b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
8. *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Christian County Auditor, and such bid does not exceed funds by more than five percent, the Purchasing Agent is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation for Bid.

Contracting for Designated Professional Services (Request for Proposals)

Common examples of designated professional services include, but are not limited to, licensed attorneys, physicians, architects, engineers, real estate appraisers, and certified public accountants. Reference 8.285-8.291 RSMo for further detail on professional services purchases.

1. *Conditions for Use.* When the Purchasing Agent determines in writing that the use of competitive sealed bidding is either not applicable, practicable, or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
2. *Authority.* For the purpose of procuring professional services as defined by the laws of the State of Missouri, any Administrative Authority requiring such services may procure them on its own behalf. No contractor for the services of County Counselor may be awarded without the approval of the Christian County Commission. The Christian County Purchasing Department recommends that the following selection procedures be followed in these instances.
3. *Request for Proposals.* Christian County shall use the Qualifications Based Selection (QBS) process. QBS is a procurement process for the competitive selection of professional services under which the most appropriate professional or firm is selected based on qualifications such

as knowledge, skill, experience, and other project-specific factors, rather than on fees. At a minimum, the following information shall be requested:

- a. *Statement of Qualifications.* Persons engaged in providing the designated types of professional services may submit statements of qualification and expressions of interest in providing such professional services.
 - b. *Experience.* The professional experience and technical competence with respect to the type of services required.
 - c. *Performance Ability.* The ability and capacity to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project.
 - d. *Past performance record.* The Consultant's past record of performance with respect to such factors as cost, quality of work, and ability to meet schedules.
 - e. *Proposal.* The Consultant's proposal for doing the work, including description of included and excluded services, in accordance with the criteria established in the Request for Proposal.
 - f. *Insurance Coverage.* Evidence of current professional liability insurance coverages and amounts of coverage unless specific insurance requirements are specified in the Request for Proposal, in which case evidence that these requirements are satisfied.
4. *Provide adequate Public Announcement and Form of Request for Proposal.* Adequate public notice of the Request for Proposal shall be given in the same manner as provided in "Source Selection – Competitive Sealed Bidding – 3. Public Notice"; provided the minimum time shall be thirty (30) calendar days. The Request for Proposal shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. When time is of the essence, the Purchasing Agent has the discretion to shorten the minimum time the proposal is left open, with an opening date of twenty-one (21) days from time of issue.
 5. *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. Sealed proposals shall be opened and announced at the date/time provided on the public notice. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).
 6. *Evaluation.* The Administrative Authority, Purchasing Agent, and other members as appropriate (hereafter referred to as "Committee") will review the proposals. The Committee shall investigate and evaluate the proposal(s) received and may conduct screening interviews or conferences in person or by telephone to make a short list of Consultants with whom contract negotiations may be conducted. Preference may be given to Consultants who have previously performed work in connection with the proposed project. On the basis of the Committee's investigation and evaluation of the proposals, the Department will list the Consultants in order of qualifications and ability to perform the desired work to negotiate a mutually satisfactory contract for professional services.
 7. *Negotiation.* After evaluation and ranking, the Administrative Authority and Purchasing Agent will begin contract negotiations for services with the top ranked firm. A fee proposal shall include estimates of professional fees, the basis for the proposed fees, proposed schedule for payment, and identification and estimate of reimbursable expenses and other costs associated

with proposed services. If after reasonable effort, as determined by the Department, a contract cannot be negotiated with the top ranked firm, the negotiations shall be terminated, and negotiations shall be started with the next selected Consultant meeting the County's requirement. Once negotiations are finalized, they shall be provided to the County Commission and County Attorney along with the applicable contract for the specific work. The County Commission may also procure general consulting services in the manner prescribed by this policy.

8. *Award.* A written award shall be made to the offeror(s) selected by the Administrative Authority and County Commission procuring the required professional services. In the event the County Commission declines award to the recommended consultant, the Department shall negotiate a contract and recommend award to the next succeeding qualified Consultant until contract is awarded.
9. *Consultant Disqualification.* Any Consultant which in the opinion of the Department is not qualified to perform work for the County, or is not financially solvent or responsible, or which violates any term or condition of this policy or substantially or repeatedly fails to perform any term or condition of a contract with the County deemed material by the Department may be disqualified from contracting with the County and will be notified of such disqualification in writing. Any Consultant aggrieved by any decision of the Department disqualifying the Consultant from contracting with the County may appeal such decision to the County Commission within ten (10) days of the rendition of such decision.

Use of Professional Services Consultant under Contract

1. Consultants that have been awarded Contracts by the County shall be utilized in the following manner:
 - a. At the request of the Department, the Consultant shall prepare a work authorization document that outlines the proposed scope of work and associated fees, along with any other required documents.
 - b. The Department shall review the Work Authorization for content and, if acceptable, prepares a purchase requisition and submits to the Auditor's Office through the Tyler accounting system.
 - c. Once approved and a Purchase Order has been created, the Department may sign/approve the Work Authorization and return to the Consultant with the Notice to Proceed.

Public Works Projects of the County

Per 290.230 RSMo: Notwithstanding any provision of law to the contrary, for the purposes of construction of public works for which either the engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of ten thousand dollars or less for all occupational titles, public bodies shall be exempt from any law requiring the use of competitive bids.

Bid and Performance Bonds on Supply or Service Contracts

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing Agent generally requests bonds and securities for contracts greater than \$50,000.00, however, the Purchasing Agent or Administrative Authority has the discretion to request bonds or other

security for contracts less than \$50,000.00. Any such bonding requirements shall be set forth in the solicitation. The Purchasing Agent may require all contractors performing public work to furnish a payment bond pursuant to Section 107.170, RSMo., and a performance bond pursuant to Section 49.430 RSMo., in the amount of 100% of the public work's cost. The bond shall be conditioned for the payment of any and all materials incorporated, consumed, or used in connection with the construction, for all insurance premiums, and for all labor performed in such work by either the contractor or the subcontractor(s). The surety on the bond shall be licensed to do business in the State of Missouri. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

Legal Bids

50.660 RSMo requires legal bids on any purchases greater than \$6,000.00 from any one person, firm, or corporation during any period of ninety (90) days. (Purchases utilizing state contracts or other cooperative contracts are exempt from routine bidding, but first must be verified and approved by the Purchasing Agent).

Bids submitted by vendors shall be sealed and sent to the Purchasing Agent, who shall hold them unopened until the stated time and date for opening of said invitation.

Bids received after the listed closing date/time will be considered late bids and non-responsive. They will remain unopened. The following information shall be recorded in the minutes:

1. The name of each bidder.
2. Any other relevant information.

This record, with full results of each bid, shall be available for public inspection in accordance with current Sunshine Laws (610.026 RSMo).

Bids shall be evaluated based on the requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bid will set forth evaluation criteria to be used. Original bids shall remain in the custody of the Purchasing Agent and shall follow the Missouri State Retention Laws.

Award: The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest, and best, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid – as approved by the Christian County Commission. (“All contracts and purchases shall be let to the lowest and best bidder after due opportunity for competition” – 50.660 RSMo”).

Request for Quotation (Purchases between \$1,000.00 - \$5,999.00)

The Office Holder/Department Head (or designee) shall obtain three (3) written quotes and submit them to the Purchasing Department prior to the purchase requisition being approved to ensure the County is getting the best value. Online quotes are an acceptable form of documentation. Routine purchases below \$1,000.00 will not require quotes, bidding, sole source, nor any other formal competitive process other than the usual amount of effort to ensure the best possible choices when acquiring necessary products or services at the lowest possible cost to the County. At any point in time the Purchasing

Agent may be contacted to consider extenuating circumstances allowing them to waive this requirement, per assigned authority given within this policy manual by the Christian County Commission. (These circumstances shall be documented).

Cancellation of Invitation for Bid or Request for Proposal

A Invitation for Bid, Request for Proposal, or any other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all business solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

Authority of Commission to Reject

The Commission shall have the authority to reject, as often as it deems necessary, all bids, parts of all bids for any one or more supplies or contractual services included in the proposed contract, for failure to comply with the requirements of the Invitation for Bid or when the public interest will be served thereby, and require the solicitation of new bids.

Responsibility of Bidders and Offerors.

Determination of Non-Responsibility. Following the bid award, if a bidder or offeror who otherwise would be awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent and retained in the bid file. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

Types of Contracts

1. *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used. A cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type of contract, or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
2. *Multi-Term Contracts.*
 - a. *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

- b. Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing by the requesting Administrative Authority that estimated requirements cover the period of the contract and are reasonably firm and continuing; and that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Christian County procurement.
 - c. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled, and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred by not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.
3. *Multiple-Source Contracting.*
- a. General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provisions of Uniform Commercial Code Section 2-306(1).
 - b. Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of "Competitive Sealed Bidding", "Competitive Sealed Proposals" and "Emergency Procurements" as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
 - c. Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - i. The County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement, or an amount specified in the contract; and
 - ii. The County shall reserve the right to take bids separately if the Purchasing Agent approves a finding that the supply or service available under the contract will not meet a non-recurring special need of the County.
 - d. Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
 - e. Determination Required. The Purchasing Agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the official record.

Contract Clauses and Their Administration

1. *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The

Purchasing Agent, after consultation with the Christian County Counselor, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- a. The unilateral right of the County to order in writing changes in the work within the scope of the contract;
- b. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- c. Variations occurring between estimated quantities of work in contract and actual quantities;
- d. Defective pricing;
- e. Liquidated damages;
- f. Specified excuses for delay of nonperformance;
- g. Termination of the contract for default;
- h. Termination of the contract in whole or in part for the convenience of the County of Christian;
- i. Suspension of work on a construction project ordered by the County; and
- j. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - i. When the contract is negotiated
 - ii. When the contractor provides the site or design; or
 - iii. When the parties have otherwise agreed with respect to the risk of differing site conditions.

2. *Price Adjustments.*

- a. Adjustments in price resulting from the use of contract clauses required by Subsection 1 of this Section shall be computed in one or more of the following ways:
 - i. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - ii. By unit prices specified in the contract or subsequently agreed upon;
 - iii. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - iv. In such other manner as the contracting parties may mutually agree; or
 - v. In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, as accounted for in accordance with generally accepted accounting practices and subject to the provisions of "Appeals and Remedies".
- b. A contractor shall be required to submit cost or pricing data if any adjustment in contracting price is subject to the provisions of "Cost or Pricing Data".

3. *Standard Clauses and Their Modification.* The Purchasing Agent, after consultation with the Christian County Counselor, may establish standard contract clauses for use in Christian County contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in Subsection 1 of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations,

and provided that notice of any such material variation be stated in the Invitation for Bid or Request for Proposal.

4. *Contract Administration.* A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the Administrative Authority.
5. *Approval of Contracts.* The form of all contracts to which Christian County or any of its elected officials are a party shall be drawn by the County Counselor and signed as approving its form before the contract is executed by the County Commission or Elected Official per 56.640 RSMo. Additionally, all contracts which Christian County or any of its elected officials are a party to that involve the expenditure of County funds by the County shall be certified by the Auditor and shall state: "I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same".

Right to Audit Records

1. *Audit of Cost or Pricing Data.* The County may at reasonable times and places audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section "Cost or Pricing Data" to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.
2. *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

Reporting of Anti-Competitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the state Attorney General and Christian County Counselor.

County Procurement Records

All procurement records shall be retained and disposed of by the Christian County Clerk for the County in accordance with records retention guidelines and schedules approved by the Missouri Secretary of State.

Specifications

Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

Brand Name or Equal Specification

1. *Use.* Brand name or equal specifications may be used when the Purchasing Agent determines in writing that:
 - a. No other design or performance specification or qualified products list is available;
 - b. Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c. The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - d. Use of a brand name or equal specification is in the County's best interests.
2. *Designation of Several Brand Names.* Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
3. *Required Characteristics.* Unless the Purchasing Agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
4. *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and the characteristics desired and is not intended to limit or restrict competition.
5. *Competition.* The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under "Sole Source Procurement".

Missouri Domestic Products Procurement Act (34.353 RSMo)

1. Any manufactured goods or commodities used, supplied or leased in the performance of any County contract involving an expenditure greater than \$25,000.00, or any subcontract thereto, shall be manufactured or produced in the United States whenever possible.
2. Each contract involving an expenditure greater than \$25,000.00 made by the County for the purchase or lease of manufactured goods or commodities by the County or for construction, alteration, repair, or maintenance of any public work shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
3. When bids offer quality, price, conformity with specifications, terms of delivery, and other conditions imposed in the specifications that are equal, the County shall select the bid that uses manufactured goods or commodities that are manufactured or produced in the United States.
4. Nothing in this Section is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under this Section shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade. The provisions of Section 1 and 2 hereof shall not apply if

there is only one line of a particular good or produce manufactured or produced in the United States.

Special Provisions

Cooperative Purchasing

Cooperative Procurement is a term that refers to the combining of requirements of two or more public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses. Cooperative procurement efforts may result in contracts that other entities may “piggyback”. Piggyback Cooperatives are a form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. Generally, the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would otherwise not receive if they competed on their own.

Political subdivisions of the State of Missouri, such as Christian County, are authorized to purchase from the State’s Cooperative Procurement Contracts. Purchases may be made directly from state contracts without the need for competitive bidding by the County. Copies of state contracts shall be maintained in the Christian County Purchasing Department and will be available to offices and departments upon request. The County is also exempt from competitive bid requirements when purchasing from Missouri Correctional Industries (MCI) or surplus property from the United States Government.

An active list of cooperative agencies Christian County is registered with, or maintains memberships with, will be available from the Purchasing Agent. All products/services discussed and addressed specifically within this policy manual are available through cooperative purchasing. Copies of cooperative contracts/agreements will, in all cases, meet Missouri statutory requirements when applied toward Christian County purchasing needs. Said copies will be kept on file electronically by Purchasing. Examples include:

- State of Missouri Cooperative Purchasing (Office of Administration) (oa.mo.gov/purchasing)
- Missouri Department of Transportation (MoDOT)
- Mid-Missouri Public Purchasing Cooperative (MACPP)
- Missouri Association of Public Procurement (MAPP)
- National Association of Counties (NACO)
- National Intergovernmental Purchasing Alliance Co (nationalipa.org)
- National Joint Powers Alliance (NJPA) (sourcewell-mn.gov)
- U.S. Communities Cooperative Purchasing (uscommunities.org)
- General Services Administration (GSA)
- NASPO Value Point (naspo.org)

Sole Source Procurement

Pursuant to 50.783 RSMo: The County Commission may waive the requirement of competitive bids or proposals for supplies when the Commission has determined in writing and entered into the Commission minutes that there is only a single feasible source for the supplies. Immediately upon discovering that other feasible sources exist, the Commission shall rescind the waiver and proceed to

procure the supplies through the competitive processes as described in this chapter. A single feasible source exists when: 1. Supplies are proprietary and only available from the manufacturer or a single distributor; or 2. Based on past procurement experience, it is determined that only one distributor services the region in which supplies are needed; or 3. Supplies are available at a discount from a single distributor for a limited period of time. On any single feasible source purchase where the estimated expenditure is three thousand dollars or over, the Commission shall post notice of the proposed purchase and advertise the Commission's intent to make such purchase in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

A contract of a value in excess of \$6,000.00 in a 90-day period may be awarded without competition when the Commission finds that there is only one feasible source for the required supply or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing Department. The Purchasing Department shall keep, maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The Purchasing Agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing Department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6,000.00 in at least one daily and one weekly newspaper for a period of ten (10) days of general circulation in such places as are most likely to reach prospective bidders or offerors. Except for regulated utility services, a record of sole source procurements shall be maintained as a public record in the Purchasing Department and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the identification number of each contract file. The Purchasing Agent will review the record of sole source providers yearly in December, and submit the list of renewals for approval for the next fiscal year to the Commissioners in regular session.

Emergency Procurements – 50.780.2 RSMo

Notwithstanding any other provisions of this policy, and by direction of the Christian County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner could enact the emergency purchasing policy to cover whatever goods and/or services may be necessary to stabilize the County's operations. A written documentation of the basis for the emergency and for the selection of a particular contractor shall be documented on the Emergency Procurement Form and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of such emergency procurement shall be made and maintained in the Purchasing Department contract file and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification of the contract file. A record of the emergency purchase shall also be stated in the Commission's next regularly scheduled minutes.

Debarment or Suspension

Authority to Debar or Suspend

1. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consulting with the Christian County Counselor, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Christian County Counselor, the Purchasing Agent is authorized to suspend a person from consideration for award of contracts if there is a probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:
 - a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - d. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 - e. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Christian County contractor, including debarment by another governmental entity for any cause listed in this Policy; and
 - f. For violation of the ethical standards set forth in “Ethics in Public Contracting”.

Decision to Debar or Suspend

The Purchasing Agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

Notice of Decision

A copy of the decision required by “Decision of Debar or Suspend” shall be mailed or otherwise furnished immediately to the debarred or suspended person.

Finality of Decision

A decision under “Decision to Debar or Suspend” shall be final and conclusive, unless fraudulent, or the debarred or suspended person within ten days after receipt of the decision takes an appeal to the

Christian County Commission where a hearing shall be held. If a disbarred or suspended person is aggrieved with the decision of the County Commission, they may commence a timely action in court in accordance with applicable law.

Appeals and Remedies

Bid Protests

1. *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Christian County Commission. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to a Invitation for Bid or Request for Proposal shall be submitted in writing and sent to the County Commission Office (100 W Church St, Room 100, Ozark, MO 65721) prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known the facts giving rise thereto.
2. *Stay of Procurements During Protests.* In the event of a timely protest under Subsection 1 of this Section, the Purchasing Agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Christian County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.
3. *Entitlement to Costs.* In addition to any other relief, when a protest is sustained, the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

Contract Claims

1. *Decision of the Purchasing Agent.* All claims by a contractor against the County relating to a contract, except bid protest, shall be submitted in writing to the Purchasing Agent for a decision. The contractor may request a conference with the Purchasing Agent on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
2. *Notice to the Contractor of the Purchasing Agent's Decision.* The decision of the Purchasing Agent will be promptly issued in writing and mailed or otherwise furnished to the contractor. The decision will state the basis for the decision, and will inform the contractor of its appeal rights under Subsection 3 of this Section.
3. *Finality of Purchasing Agent's Decision; Contractor's Right to Appeal.* The Purchasing Agent's decision will be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Christian County Commission and sent to the County Commission Office (100 W Church St, Room 100, Ozark, MO 65721) or commences an action in a court of competent jurisdiction.
4. *Appeal to the County Commission.* If a written appeal is received by the County Commission as stated previously, the County Commission may entertain a bid appeal during a regular Commission meeting. This meeting may be scheduled immediately following the receipt of written appeal. Testimony may be given regarding the reason for appeal, and at the conclusion

of the meeting the Commission may vote and determine to affirm the original award of the bid or to withdraw the award. The Commission strives to exercise and observe good faith and to accord all bidders just consideration, and to avoid favoritism and corruption.

Authority of the Purchasing Agent to Settle the Bid Protests and Contract Claims

The Purchasing Agent is authorized to settle any protest regarding the solicitation or award of a County of Christian contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Christian County Commission or the commencement of an action in a court of competent jurisdiction.

Remedies for Solicitations or Awards in Violation of Law

- a. *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the Christian County Counselor, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award will be cancelled.
- b. *After Award.* If, after an award, the Purchasing Agent, after consultation with the Christian County Counselor, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - i. If the person awarded the contract has not acted fraudulently or in bad faith, the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, prior to the termination; or
 - ii. If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the County.

Ethics in Public Contracting

Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the criminal laws of the State of Missouri, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

Employee Conflict of Interest

It shall be unethical for any Christian County employee to participate in a procurement contract when the Christian County employee knows that:

1. He or she, or any member of the Christian County employee's immediate family has a financial interest pertaining to the procurement contract; or
2. Any other person, business, or organization with whom the Christian County employee or any member of the Christian County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A Christian County employee or any member of a Christian County employee's immediate family

who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Gratuities and Kickbacks

1. *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any Christian County employee, or for any Christian County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.
2. *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in the Section shall be conspicuously set forth in every contract and solicitation therefor.

Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies, such as real estate brokers, for the purpose of securing business.

Contemporaneous Employment Prohibited

It shall be unethical for any Christian County employee who is participating directly or indirectly in the procurement process to become or to be, while such a Christian County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The Christian County Commission may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

- a. The contemporaneous employment or financial interest of the Christian County employee has been publicly disclosed;
- b. The Christian County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- c. The award will be in the best interest of the County.

Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Sanctions

1. *Employees.* The Christian County Commission may recommend to the employees' Administrative Authority any one or more of the following sanctions on a Christian County employee for violations of the ethical standards in this Article:
 - a. Oral or written warnings or reprimands;
 - b. Suspension with or without pay for specified periods of time; or
 - c. Termination of employment.
2. *Non-employees.* The Christian County Commission may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:
 - a. Written warnings or reprimands;
 - b. Termination of contracts; or
 - c. Debarment or suspension as provided in Section VI.

Recovery of Value Transferred or Received in Breach of Ethical Standards

1. *General Provisions.* The value of anything transferred or received in breach of the ethical standards of this Policy by a Christian County employee or a non-employee may be recovered from both Christian County employee and non-employee.
2. *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

Assets

Fixed Asset Inventory

The Auditor's Office manages the fixed asset inventory for Christian County (55.160 RSMo).

Departments should attach a Fixed Asset Addition Form to Payment Requisitions to identify fixed assets.

Disposal of Surplus

Disposal of surplus is managed by the Purchasing Department under the direction of the County Commission. The Christian County Commission has the authority to sell surplus County property under 49.266 RSMo and 49.270 RSMo by auction or sealed bid.

1. The disposal of any surplus real and personal property owned by Christian County shall be accomplished with the approval of the County Commission and through the office of the Purchasing Agent.
2. *Office Holder and Department Responsibilities:*
 - a. Identify individuals in the department to work with the Purchasing Agent.
 - b. Identify surplus real or personal property which is no longer needed by the department and submit a list of that property to the Purchasing Agent and the County Auditor.
 - c. Vehicle descriptions are to include type and make of vehicle and the VIN. If the department is holding the title to the vehicle, the title needs to accompany the list.

- d. The Purchasing Agent will arrange for the department or office holder to store the property until it can be bid or auctioned.
3. County Property Disposal:
 - a. The Purchasing Agent will submit a list of surplus property to all County departments before the sale of that property. All County departments are eligible to claim surplus property for their department on a first come, first served basis.
 - b. It is the policy of the County to promote a competitive environment when disposing all real and personal property. Therefore, any real and personal property that is deemed surplus property by the County Commission may be sold by the Purchasing Agent. To ensure a competitive environment, the property shall be disposed of by accepting sealed bids or by public auction either directly by the Purchasing Agent with the assistance of the County Commission or by use of a third party regularly in the business of holding public auctions of surplus items, at any location. Public auctions should be held at any time deemed appropriate by the Purchasing Agent. Proceeds from the sale of surplus property are to be returned to the fund that purchased or provided the surplus property.
 - c. County employees or their spouse may bid on surplus property at the public auction.
4. Once the surplus property is sold, the Purchasing Agent shall provide a bill of sale to the successful bidder and shall notify the County Commission and County Auditor of such sale, including a description of the property and sale price.

Missouri Revised Statutes

(Applicable to, or referenced in this policy manual)

8.285 Policy on Contracts for Architectural, Engineering, Land Surveying Services

8.289 Agencies Using Services to be Furnished - Statement of Firm's Qualifications and Performance Data

8.675 Construction Management Services Defined

8.677 Construction Management Services to be Used When

8.679 Contract Required, Procedure to Solicit Proposals, Advertising Required in County Where Work Located, Open Bidding

8.681 Proposals, How Selected – Reevaluation, When – New Solicitation of Proposals

8.683 Duties of Successful Construction Manager Obtaining Contract

8.685 Prohibited Conduct by Construction Management Service, Effect

8.687 Bond not Required for Construction Manager – Law not Applicable if Construction Done by Public Employees

34.353 All Public Agencies and Political Subdivisions to Purchase or Lease Only Goods or Commodities Produced in the United States, Exceptions, Procedure

49.266 County Commission by Orders or Ordinance may Regulate Use of County Property

49.270 County Commission to Control County Property – to Audit Demands Against County

49.420 Advertisement for Bids – May Let at Private Contract, When

49.510 County to Provide and Equip Offices

510.610 Powers of County Commission – Auditing and Enforcement of Claims of County

50.650 Liability of Certain Officers

50.660 Rules Governing Contracts

50.750 Missouri Products to be Purchased by Officers

50.753 Purchasing Agent, How Appointed, Compensation, Assistants

50.755 Purchasing Agent to Investigate Needs for Supplies Requested by Officers

50.757 Purchasing Agent, Duties – Bids Rejected, When –

50.760 Advertisement for Bids, Procedure for – Purchase at Public Auctions – Purchase Order Required

50.770 Supplies Defined

50.780 Commissioners may Permit Officers to Purchase Supplies Direct – Liability Therefor – Preference in Bids – Waiver, When -

50.783 Waiver of Competitive Bid Requirements, When – Rescission of Waiver, When – Single Feasible Source Purchases

50.784 Procurement Authority Delegation Permitted, When – Accepting Department’s Duties

50.790 Duties of Commissioners – Violation of Law – Penalty

55.160 Duties

70.220 Political Subdivisions may Cooperate with Each Other, with Other States, the United States or Private Persons

290.230 Prevailing Wage Rates Required on Construction of Public Works