



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5347)

Meeting: 06/14/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5347

Meeting Attachments

ATTACHMENTS:

- 061422 CERTIFIED COURT ORDER NO. 06-14-2022-01 (RB) (PDF)
- 061422 AWARD LETTER Central Power - Generator (PDF)
- 061422 Central Power Systems & Services - Generator Agreement (PDF)
- 061422 AWARD LETTER Contech Engineered - Pedestrian Bridges (PDF)
- 061422 PROPOSAL - Contech Engineered - Pedestrian Bridges (awarded) (PDF)
- 061422 Christian County Purchasing Policy Manual - Final Version 060922 (PDF)
- 061422 Clerk Office Area Public Access Policy - 06032022 (PDF)

The Treasurer is hereby ordered to pay the following entities:

RECEIVED

RECEIVED

JUN 08 2022

JUN 07 2022

CHRISTIAN COUNTY
COMMISSION

KAY BROWN
COUNTY CLERK

2022 #310 Sales Tax

Road & Bridge Sales Tax

R#:

June 7, 2022

April 2022 Term

| | | | | | |
|--------------------------|--|--------|------------|---------------|-----|
| Sales Tax #310 Received | | | 493,977.58 | | CKS |
| | | | | | |
| | | | | | |
| Common Road I | | 30.98% | 153,034.25 | 231-49290 | |
| Common Road II | | 30.39% | 150,119.79 | 232-49290 | |
| | | | | | |
| Common Road I | | | 17,708.33 | 231-49290 | |
| Common Road II | | | 17,250.00 | 232-49290 | |
| Budget Apportionment | | | | | |
| | | | | | |
| | | | | | |
| Common I Total | | | 170,742.58 | 221-800-59501 | |
| Common II Total | | | 167,369.79 | 221-800-59502 | |
| | | | | | |
| Amount To Remain in Pool | | | 155,865.21 | | |

Absent

Presiding Commissioner Ralph Phillips

Hosea Bilyeu 6-14-22

Western Commissioner Hosea Bilyeu

Lynn Morris 6-14-22

Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 14th day of June, 2022.

Kay Brown

Kay Brown, Clerk of the County Commission





Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

June 14, 2022

Central Power Systems & Services
3100 E. Kearney
Springfield, Missouri 65803
Attn: Bobbe Phillips
417-865-0505
Bobbe.phillips@cpower.com

Re: Award of Generator Maintenance Contract

The Christian County Commission voted in session today to award the generator maintenance contract to Central Power Systems & Services. The contract will commence on the signing of this Agreement and continue through June 7, 2024, with options to renew with approval by the commission.

Your point of contact for generator maintenance will be Richard Teague. Mr. Teague can be reached at 417-839-3186 or maintenance@christiancountymo.gov. For other questions contact Purchasing Agent Kim Hopkins-Will at 417-582-4309 or khopkins@christiancountymo.gov.

We look forward to working with you.

Hosea Bilyeu
Western Commissioner

Absent

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of June 7, 2022, by and between the County of Christian, ("County"), in Missouri and the Contractor, Central Power Systems & Services, ("Contractor"). The Contractor is located at 3100 E. Kearney, Springfield, Missouri 65803.

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** Christian County location(s) as set forth in the Scope of Services, included herein. The locations to be served by this contract are: 100 W. Church Street, Ozark, Missouri and 102 W. Walnut Street, Ozark, Missouri.
- B. **Description of Services/Goods to be Provided:** Inspection & Preventative Maintenance for Engine Generators.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on June 7, 2022 ("Commencement Date") and shall continue until June 6, 2024. At the term it will be reviewed for renewal with approval by Commissioners.
- D. **Party Representatives:** The County designates the following person to act on County's behalf: Richard Teague, Building Maintenance Manager or his designee. The Contractor designates the following person to act on Contractor's behalf: Jonathan Caldwell or his/her designee.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

Scope of Services is for Inspection & Preventative Maintenance for Engine Generators:

- Kohler – Model #300REDOZD, Serial #06R0645287, located at 100 W. Church Street, Ozark, Missouri in the Historic Court House.
- AKSA Power – Model #AUL5 REV #02, Serial #AKSA1803090008 located at 102 W. Walnut Street, Ozark, Missouri in the Circuit Court Building.

- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.
- Kohler - \$775.00 – Annual PM Services done in December and \$475 – Semi Annual Service done in June.
 - AKSA Power - \$475.00 – Annual PM Services done in December and \$350.00 – Semi Annual Service done in June.

- **ADDITIONAL REPAIRS / PARTS:** CPS&S Service Parts Departments will review all Field Inspection reports and will prepare a quote for recommendation for additional service, parts & materials, & /or testing which would correct any condition or parameter that was reported in the Field Inspection Report to be in sub-standard condition. Any / all such additional required repairs or parts not covered under this preventative maintenance agreement will be charged at \$125/hr. with current part pricing and a \$170.00 round trip Travel/Mileage fee. *Such additional work will not be performed unless specifically approved & authorized in writing by Christian County. Additional work subject to but not limited to shop supplies fee*

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance -**The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and employees as Additional named Insureds in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4. **Workers Compensation Insurance -**The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

- 2.6. Professional Liability - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. Other Insurance - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. Proof of Carriage of Insurance -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Register pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
- a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the

performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

- c. Solicitations for Subcontracts, Including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
- d. Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
- f. Incorporation of Provisions: The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

3.4. Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit. Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

3.5. Independent Contractor. Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County

is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.
- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.

- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar

day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.
- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE QUOTE SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: Absent
Ralph Phillips, Presiding Commissioner
By: [Signature]
Lynn Morris, Eastern Commissioner
By: [Signature] 6-14-22
Hosea Bilyeu, Western Commissioner

CONTRACTOR

Company Name: Central Power Systems & Service
By: [Signature]
Title: Sales/ Admin Date: 6-2-2022
By: [Signature]
Title: Service Manager Date: 6-2-22

ATTEST BY: _____
Christian County Clerk, Kay Brown

Approved as to form: _____
By: [Signature]
Christian County Counselor, John Housley
Date: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated this document is within the purpose of the 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.

By: _____
Christian County Auditor, Amy Dent
Date: _____



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

June 14, 2022

Contech Engineered Solutions, LLC.
90250 Centre Pointe Drive, Suite #400
West Chester, Ohio 45069
913-216-3818
Todd.black@conteches.com

Re: Award of Invitation to Bid #2022-10 New Pedestrian Bridges

The Christian County Commission voted in session today to award ITB #2022-10 New Pedestrian Bridges to Contech Engineered Solutions, LLC.

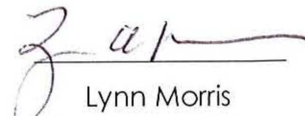
Your point of contact will be Richard Teague. Mr. Teague can be reached at 417-839-3186 or maintenance@christiancountymo.gov.

We look forward to working with you.

Kim Hopkins-Will, NIGP CPP, CPPO, CPPB
Purchasing Agent


Hosea Bilyeu
Western Commissioner


Absent
Ralph Phillips
Presiding Commissioner


Lynn Morris
Eastern Commissioner

BID FORM

The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, delivery and other means necessary to perform the work as set out in this bid in strict accordance therewith, for the prices reflected below and in accordance with the specifications on pages 15 and 16.

COST:

1. Provide **one lump sum** for two (2) New Pedestrian Park Bridges:

Lump Sum price for two (2) New Pedestrian Park Bridges: \$ 39,000

Lead time in calendar days after receipt of purchase order? 135

OPTION ONE (1) COST:

1. Provide lump sum to furnish and install concrete and steel abutments for both bridges:

\$ N/A

*Please provide shop drawings for abutments, if applicable.

↳ \$3000 for abutment design only

OPTION TWO (2) COST:

1. Provide lump sum cost for placement of bridge(s) on abutments

\$ N/A

*If accepted, Christian County and awarded bidder would mutually agree to a date/time for delivery and placement of bridges.

*Christian County may take care of the placement of abutments but would like to know the cost of placing the bridge on the abutments, if applicable.

(37) Declaration:

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **Signature required below confirming understanding of this statement.**

| | |
|--|---|
| Doing Business as (DBA) Name <i>Contech Engineered Solutions, LLC</i> | Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>← same</i> |
| Mailing Address <i>9025 Centre Pointe Dr #400</i> | IRS Form 1099 Mailing Address <i>Five Concourse Parkway Suite 1900</i> |
| City, State, Zip Code <i>West Chester, OH 41069</i> | City, State, Zip Code <i>Atlanta, GA 30328</i> |

| | |
|---|---|
| Contact Person <i>C Todd Black</i> | Email Address: <i>todd.black@conteches.com</i> |
| Phone Number <i>913-216-3818</i> | Fax Number: <i>N/A</i> |
| Authorized Signature <i>C Todd Black</i> | Date <i>5/19/22</i> |

NAME OF BUSINESS: Center Engineered Solutions

List three (3) business references:

1st

Company Name: ALC Steel Corp Representative Name: Jennifer Cridor
aflow
Address 9227 Centre Pointe Dr. City West Chester State OH Zip 43069
Business Phone 513-425-5699 Business Fax 513-425-5968 Cellular Phone N/A
email address if available jennifer.cridor@alcsteel.com

2nd

Company Name: IMH Products Representative Name: Mark Seger
Address PO Box 20814 City Indianapolis State IN Zip 46220
Business Phone 317-252-5566 Business Fax 317-252-5565 Cellular Phone N/A
email address if available mark.seger@imh.com

3rd

Company Name: USS Posco Industries Representative Name: Kari Davis
Address 900 Lowridge Rd City Pittsburg State CA Zip 94565
Business Phone 925-439-6475 Business Fax 925-439-6032 Cellular Phone N/A
email address if available kdavis@ussposco.com

CHRISTIAN COUNTY MISSOURI

EXHIBIT C

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Ohio)
COUNTY OF Butler) ss.

Before me, the undersigned Notary Public, in and for the County of
Butler,

State of Ohio, personally appeared Casey Cherry (Name)
who is HR Assistant (Title) of Contech Engineered Solutions LLC
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization
program with respect to the employees working in connection with the
contracted services; and
- (2) that said company does not knowingly employ any person who is an
unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

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

Casey Cherry
Signature
Name: Casey Cherry

Subscribed and sworn to before me this 18th day of May, 2022.

Melinda S. Fugate
Notary Public

My commission expires: 8-17-2025



Melinda S Fugate
Notary Public, State of Ohio
My Commission Expires 08-17-25



Employment Eligibility Verification

Welcome
Karen ArnoldUser ID
KARN1446Last Login
02:19 PM - 03/09/2012
Log OutClick any  for help[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: Contech Engineered Solutions LLC [View / Edit](#)**Company ID Number:** 122133**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 9025 Centre Pointe Dr**Address 2:** Suite 400**City:** West Chester**State:** OH**Zip Code:** 45069**County:** BUTLER**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:** 31117716**Total Number of Employees:** 1,000 to 2,499**Parent Organization:** Contech Engineered Solutions LLC**Administrator:****Organization Designation:****Employer Category:****NAICS Code:** 332 - FABRICATED METAL PRODUCT MANUFACTURING [View / Edit](#)**Total Hiring Sites:** 1 [View / Edit](#)**Total Points of Contact:** 3 [View / Edit](#)

EXHIBIT D

BUY AMERICA CERTIFICATION

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **WILL MEET** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature C. Todd Black
Company Name Centech Engineered Solutions
Title Senior Bridge Consultant
Date 5/19/22

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it **CANNOT COMPLY** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____
Company Name _____
Title _____
Date _____

Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix A - 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Centech Engineered Solutions, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

C Todd Black

Name and Title of Contractor's Authorized Official

C TODD BLACK / SNR BRIDGE
CONSULTANT

Date

5/19/22

EXHIBIT F

Christian County of Ozark, MO

Bidders List Questionnaire

Below is a bidders list, consisting of information about all Disadvantaged Business Enterprise (DBWE) firms and non-DBE firms (contractors, subcontractors, suppliers, et.) that bid or quote on Federally assisted contracts. Christian County is requesting that you complete the questionnaire below regarding your firm.

Please complete and return the information below with your proposal.

Bidder – Company Name: Centech Engineering Solutions

Submission Date: 5/19/22

Address: 9025 Centre Pointe Dr #400 State: OH Zip: 45069
West Chester

DBE Status: Certified DBE _____ Non-DBE X

Firm's Age Under Current Name: 36 years

Do you use Disadvantaged Business Enterprise (DBE) firms to obtain supplies that are sold to Christian County? Yes or No

Company's Annual Gross Receipts (check one)

Less than \$500,000: _____

\$500,000 to \$1 Million: _____

\$1 Million to \$2 Million: _____

\$2 Million to \$5 Million: _____

\$5 Million to \$10 Million: _____

More than \$10 Million: X

Signature: C Todd Black

Title of Position: Senior Bridge Consultant

| | | | | | |
|---------------------------|--|--------------|------------------|--------------|---------------------------------------|
| Quote # QUO-496979-L8X7Z9 | | | | | |
| Date | 5/18/2022 | Account Name | CHRISTIAN COUNTY | Reply-To | |
| Quote # | QUO-496979-L8X7Z9 | Contact Name | CHRISTIAN COUNTY | Contech Rep. | Todd Black |
| | | Phone | (417) 581-2727 | Address | 13032 Flint, Overland Park, KS, 66213 |
| Project Name | Christian County - New Park Pedestrian Bridges | Fax | (417) 581-0091 | Phone | 913-216-3818 |
| Project # | 689034 | Email | | Fax | |
| Project City/State | Ozark, MO | | | Email | Todd.Black@conteches.com |

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

| Item # | Description | Pieces | Quantity | Extended Unit Price | Unit | Unit Total |
|--------------------|---|--------|----------|---------------------|------------------|--------------------|
| | Continental Pedestrian - Style : Connector, Floor : Underhung, Width (ft) : 6, Length (ft) : 20, Finish : Self Weathering Steel, Decking : 2" x 10" (nominal) Douglas Fir Deck, Life Safety Rail : Horizontal Safety Rails Outside, Life Safety Rail Spacing : 4" Max (standard), Camber : 1% (std) max. per ADA, Toe Plate : 1/4" x 6 Steel (standard), Design Code : IBC, Vehicle Load : 5000, Notes for Quote : The bridge will be shipped in one section with an approximate lifting weight of 4,000 lbs. | 1.00 | 1.00 | \$19,500.00 | EA | \$19,500.00 |
| | Continental Pedestrian - Style : Connector, Floor : Underhung, Width (ft) : 6, Length (ft) : 20, Finish : Self Weathering Steel, Decking : 2" x 10" (nominal) Douglas Fir Deck, Life Safety Rail : Horizontal Safety Rails Outside, Life Safety Rail Spacing : 4" Max (standard), Camber : 1% (std) max. per ADA, Toe Plate : 1/4" x 6 Steel (standard), Design Code : IBC, Vehicle Load : 5000, Notes for Quote : The bridge will be shipped in one section with an approximate lifting weight of 4,000 lbs. | 1.00 | 1.00 | \$19,500.00 | EA | \$19,500.00 |
| | Engineering Services - Notes for Quote : Provide spread footing design assuming 2,000 psf soil bearing capacity for 20' x 6' pedestrian bridge. Owner to provide soils report to Contech to verify abutment design. | 1.00 | 1.00 | \$3,000.00 | EA | \$3,000.00 |
| | | | | | Total | \$42,000.00 |
| (Tax not included) | | | | | Net Total | \$42,000.00 |

Standard Notes

- 1.All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- 2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
- 3.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
- 4.LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
- 5.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- 6.The estimated lead time for the submittal package is 4-5 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is 11-12 weeks. Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.
- 7.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
- 8.This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Quote # QUO-496979-L8X7Z9

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

| <u>Acceptance</u> | | <u>Contech Engineered Solutions LLC.</u> | |
|--|--|--|--------------|
| WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos | | By | Todd Black |
| Company | | (O) | 913-216-3818 |
| By | | (F) | |
| Title | | (Cell) | |
| Date | | Title | |

Quote # QUO-496979-L8X7Z9

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;

- (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
- (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



COUNTY OF CHRISTIAN PURCHASING POLICY MANUAL

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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 goods and services entered into by the County. 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.

(50.660 RSMo) It is the responsibility of the Purchasing Department:

- To ensure compliance with Missouri Revised Statutes, and;
- To issue invitation to bids, requests for proposals, contracts, and coordinates the disposal and/or transfer of surplus property on behalf of the County, and;
- That all contracts and purchases be let to the lowest and best bidder, and;
- That there is due opportunity of competition, including advertising in the county with a circulation of at least five hundred copies per issue, and;
- To advertise on the County's Bidding/Proposal Opportunity webpage, and;
- To ensure there is open, fair and competitive process for vendors to bid

Note: Per statute, it is not necessary to obtain bids on any purchase in the amount of twelve thousand dollars or less made from any one-person firm or corporation during any period of ninety days.

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 NIGP, The Institute for Public Procurement, Code of Ethics.

Definitions

1. **Addendum.** . A written change, addition, alteration, correction, or revision to a solicitation or contract document. Commonly, the name given to the document used to revise a solicitation.
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.** An agreed to addition to, deletion form, correction, or modification of a document or contract.
4. **Equivalent or Approved Equivalent.** . Corresponding or virtually identical particularly in function or effect, and able to be used for the same purpose.
5. **Brand Name.** . A name, term, symbol, design, or any combination thereof used in specifications to describe a product by a unique identifier specific to a particular seller or manufacturer that distinguishes it from its competition.
6. **Brand Name or Equivalent.** One or more manufacturer's brand names, with identifying model numbers, used in a specification to invoke certain quality, performance, and other salient characteristics needed to meet the solicitation requirements.
7. **Business.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
8. **Change Order.** A written modification or amendment to a contract. 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.
9. **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.
10. **Confidential Information.** Information in any form (tangible or intangible) that is proprietary or confidential and, therefore, not known by or released to the general public.
11. **Construction.** The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building, or public improvement; generally does not apply to routine maintenance, repair, or operation (MRO) of existing real property.
12. **Contract.** An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. 2. A legally binding promise, enforceable by law. 3. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. All types of Christian County agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

13. **Contractor.** Any individual or business having a contract with the County or Administrative Authority thereof to furnish goods, services, or construction for an agreed-upon price.
14. **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.
15. **Invitation to Bid (ITB).** A procurement method used to solicit competitive sealed bid responses sometimes called a formal bid, when price is the basis for award. .
16. **Lowest Responsive and Responsible Bidder.** The Bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.
17. **Person.** Any business, individual, union, committee, club, other organization, or a group of individuals.
18. **Pricing Data.** Factual information about prices for goods and services 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.
19. **Procurement.** Purchasing, renting, leasing, or otherwise obtaining any supplies, services, or construction; includes all functions that pertain to the procurement, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.
20. **Public Agency.** A public entity subject to or created by the County.
21. **Public Notice.** An announcement made by an entity concerning a solicitation or other information of general public interest. All formal contracts, in excess of twelve thousand dollars, should be advertised by public notice in a weekly newspaper of general circulation in such places as most likely to reach prospective bidders or offers and may provide such information through an electronic medium available to the general public.
22. **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.
23. **Request for Qualifications (RFQ).** *Purchasing method to obtain statements of the qualifications and skills of potential responders (development teams, consultants, architects, engineers, etc.). Qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. No price is requested in gathering this information. This solicitation method is a two-step process.*
24. **Request for Quotation (RFQ).** Purchasing method for an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and

reliability. Used where statutes do not require formal sealed bids, such as small or emergency purchases, but price competition is desired.

25. ***Request for Proposal (RFP).*** Purchasing method used to solicit formal sealed proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. 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. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.
26. ***Responsible Bidder/Proposer/Offeror.*** A supplier with the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
27. ***Responsive Bid.*** A bid, proposal, or offer that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance..
28. ***Services/Services Contract.*** An agreement calling for a contractor's time and effort. 2. The furnishing of labor, time, or effort by a contractor or suppliers, which may involve to a lesser degree, the delivery or supply of products.,,. This term shall not include employment agreements or collective bargaining agreements.
29. ***Sole Source or Single Feasible Source.*** A non-competitive method of procurement used when only one supplier possesses the unique ability or capability to meet the particular requirements of the entity or because only one supplier is practicably able. When a sole source purchase is estimated over twelve thousand dollars, the purchasing agent shall post notice of the proposed purchase and advertise the intent to make such purchase in at least one weekly newspaper of general circulation in such places as most likely to reach prospective bidders or offerors and provide such information through the Christian County Bidding/Proposal Opportunities webpage for ten days.
30. ***Specification.*** A precise description of the physical characteristics, quality or desired outcomes of a commodity to be procured, which a supplier must be able to produce or deliver to be considered for award of a contract.
31. ***Subject Matter Experts.*** An individual who possesses exceptional skill and knowledge in a particular area of expertise. Generally, the SME understands technical details and terminology, is current with changing trends, and possesses historical knowledge. Procurement may invite SMEs to provide technical assistance or to serve on evaluation committees
32. ***Surplus.*** Results in an overstock situation when the quantity of goods on hand exceeds the quantity of goods needed. The overstocked goods may be returned to the supplier, sold at auction, or disposed of in a method acceptable to the entity. 2. Refers to goods or materials that are obsolete or no longer needed by the agency and are designated for disposal. Surplus becomes available for disposal outside of the entity because of some unforeseen situation that affects the use of the item. An example would be chairs or desks that have been replaced with new items
33. ***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.

34. *Technical specifications.* A subset of design specifications that establishes the material and operating requirements of commodities.

Public Access to Procurement Information

(610.010 and 109.180 RSMo). 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.

Note: Section 610.021. Closed meetings and closed records authorized when, exceptions. – Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

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

(50.755 RSMo). 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 state statutes and this policy.

In accordance with this state statutes and 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.
4. 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 (50.660 RSMo)

1. *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided.
2. *Invitation to Bid (ITB).* The document used to solicit proposals from potential providers (proposers) for goods and/or services An Invitation to Bid shall include specifications and all contractual terms and conditions applicable to the procurement. This method is used when price is the basis for award.
3. *Public Notice/Advertising.* An announcement made by an entity concerning a solicitation or other information of general public interest. A public notice is typically posted on an entity website and communicated via other general news media such as newspapers or trade journals. All public notices shall provide bidders a due opportunity for competition, including advertising the proposed letting in a newspaper in the county with a circulation of at least five hundred copies per issue, if there is one, except that the advertising is not required in case of contracts or purchases involving an expenditure of less than twelve thousand dollars. (50.660 RSMo) The public notice shall state the place, date, and time of bid opening.
4. *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
5. 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. *Receipt of Invitation to Bid.* Upon receipt of the Invitation to Bid, the employee accepting the unopened sealed bid will date stamp and initial the front of the bid and give to the Purchasing Agent. The Purchasing Agent will maintain the sealed bids in a safe area until the opening date and time. No Invitation to Bid proposal shall be handled so as to permit disclosure of the contents to anyone prior to the bid opening. Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following: Sealed bids and related documents, until the bids are opened.
6. *Bid Opening.* The official process in which sealed bids are publicly opened, and may be in the presence of one or more witnesses, at the time, place, and manner (in person or virtual) specified in the Invitation for Bid. The amount of each bid is recorded. 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.

7. ***Bid Evaluation.*** A process used to assess offers in determining the outcome for a solicitation. For bids and quotes, where price is the only factor, it is used to determine the lowest, responsive bid from a responsible bidder. 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. Unfavorable references may result in a non-awarded bid.
8. ***Bid Award Recommendation.*** The Purchasing Agent and/or Administrative Authority shall present bid award recommendations to the County Commissioners in scheduled commission meetings for all contract awards. In special circumstances, bids can be opened, that were advertised accordingly, 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. 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.
9. ***Award.*** Once the Commission has approved the recommendation by the Purchasing Agent/Administrative Authority the contract shall be awarded with reasonable promptness by appropriate written notice to the awarded bidder.
Note: 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.

Competitive Sealed Proposal Request for Proposal (50.660 RSMo)

1. ***Conditions for Use.*** All contracts of the County shall be awarded by Request for Proposal when price is not the only consideration. When the Purchasing Agent determines in writing that the use of an Invitation to Bid is either not applicable, practicable, or not advantageous to the County, a contract may be entered into by use of the competitive sealed Request for Proposal method.
2. ***Request for Proposal.*** The document used to solicit proposals from potential providers (proposers) for goods and/or services. A proposer is usually selected based on a combination of price and non-price factors. Provides for the negotiation of all terms, including price, prior to contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multi-step process.
3. ***Public Notice/Advertising.*** An announcement made by an entity concerning a solicitation or other information of general public interest. A public notice is typically posted on an entity website or communicated via other general news media such as newspapers or trade journals.

All public notices shall provide bidders a due opportunity for competition, including advertising the proposed letting in a newspaper in the county with a circulation of at least five hundred copies per issue, if there is one, except that the advertising is not required in case of contracts or purchases involving an expenditure of less than twelve thousand dollars. (50.660 RSMo) The public notice shall state the place, date, and time of bid opening.

4. *Correction or Withdrawal of Proposals; Cancellation of Awards.* Correction or Withdrawal of Proposals; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous proposals, before or after proposal opening, or cancellation of awards or in such circumstances, may be permitted where appropriate. Mistakes discovered before proposal opening may be modified or withdrawn by written notice received in the office designated in the Request for Proposal prior to the time set for proposal opening.
5. *Receipt of Proposals.* Upon receipt of the Request for Proposal submission, the employee accepting the unopened sealed bid will date stamp and initial the front of the bid and give to the Purchasing Agent. The Purchasing Agent will maintain the sealed proposals in a safe area until the opening date and time.
6. *Proposal Opening.* Request for Proposals are not opened publicly, unless otherwise stated in the document. A register of proposals shall be prepared containing the name of each offeror, the number of addenda received (if any), and a description sufficient to identify the item offered. The sealed proposals are opened in the presence of another witness (county employee or deemed authorized person by the Purchasing Agent). The name of each bidder and such other relevant information as the Purchasing Agent deems appropriate shall be recorded. Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following: Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
7. *Evaluation Criteria.* A process used to assess offers in determining the outcome for a solicitation. For an RFP, a proposer is selected based on a combination of price and non-price factors. Examples of evaluation criteria may include a combination of, but are not limited to: Qualifications and Experience, Technical Approach and Methods, Financial Stability, Schedule, References, Delivery and Price. The RFP will set forth the evaluation criteria to be used. Unfavorable references may result in a non-awarded bid.
8. *Proposal Evaluation Committee/Team.* A committee established to conduct evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of Subject Matter Experts (SME) from the functional area identified in the Scope of Work.
9. *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, by telephone, or video conference to make a short list of Proposers with whom contract negotiations may be conducted.
10. *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.

11. *Award Recommendation.* The Purchasing Agent and/or Administrative Authority shall present RFP award recommendations to the County Commissioners in scheduled commission meetings for all contract awards. The Commission shall have the authority to reject, as often as it deems necessary, all proposals, parts of all proposals for any one or more supplies or contractual services included in the proposed contract, for failure to comply with the requirements of the Request for Proposal or when the public interest will be served thereby and require a new solicitation.

12. *Award.* Once the Commission has approved the recommendation by the Purchasing Agent/Administrative Authority, the contract shall be awarded with reasonable promptness by appropriate written notice to the awarded bidder.

Note: 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.

Request for Qualifications (RFQ)/ Statement of Qualifications (SOQ)/Qualifications-Based Selection (QBS)

1. *Conditions for Use.* A Request for Qualification/Statement of Qualification/Qualifications-Based Selection is a document that asks potential suppliers or vendors to detail their background and experience providing a specific good or service. These services may be awarded on an "as needed" basis.
2. *Qualification Based Selection.* A document, which is issued by the purchasing department to obtain statements of the qualifications of potential responders (development teams, consultants, architects, engineers, etc.). Qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications. No price is requested in gathering this information. This solicitation method is a two-step process.
 - a. The first step is only concerned with the vendor's skills and experience. Therefore, the response is not a bid, and pricing is not requested at this stage.
 - b. The second step, pricing is requested from select vendors ranked highest by the evaluation committee. Multiple contracts may be awarded for services.

No contractor for the services of County Counselor may be awarded without the approval of the Christian County Commission.

3. *Provide Adequate Public Announcement.* An announcement made by an entity concerning a solicitation or other information of general public interest. The County will issue a public notice on the County's Bidding/Proposal Opportunities website and/or may communicate via other general news media such as newspapers or trade journals. The public notice shall state the address for submission, place, date, and time of bid opening. The announcement should be advertised for 30 days prior to submission. 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.
The Request for
4. *Receipt of Proposals.* Request for Qualification proposals are not opened publicly, unless otherwise stated in the document. A register of proposals shall be prepared containing the name of each offeror, the number of addenda received (if any), and a description sufficient to identify the services offered. The sealed proposals are opened in the presence of another witness (county employee or deemed authorized person by the Purchasing Agent). The name of each bidder and such other relevant information as the Purchasing Agent deems appropriate shall be recorded. Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following: Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected. No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of review by the Evaluation Committee.
5. *Evaluation Criteria.* A process used to assess offers in determining the outcome for a solicitation. For an RFQ, 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: *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.
 - a. *Experience.* The professional experience and technical competence with respect to the type of services required.
 - b. *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.
 - c. *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.
 - d. *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.
 - e. *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
6. *Evaluation.* This is a two-part evaluation process.
 - a. Step One: The Administrative Authority, Purchasing Agent, and other members as appropriate (hereafter referred to as "Committee") will review the Request for Qualification 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 Request for Qualification proposals, the Committee will list the Consultants in order of qualifications and ability to perform the desired work to negotiate a mutually satisfactory contract for professional services.

- b. **Step Two:** After the Committee has ranked their highest to lowest proposals the Purchasing Agent/Administrative Authority will write a letter to the proposers in which the Committee wishes to request pricing. This may include multiple vendors.
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. **Request for Recommendation.** The Purchasing Agent and/or Administrative Authority shall present the RFQ/SOQ/QBS award recommendation(s) to the County Commissioners in scheduled commission meetings for all contract awards. The Commission shall have the authority to reject, as often as it deems necessary, all Request for Qualifications, parts of all proposals for any one or more supplies or contractual services included in the proposed contract, for failure to comply with the requirements of the Request for Qualification or when the public interest will be served thereby and require the solicitation of new Request for Qualification.
9. **Award.** Once the County Commission has approved the recommendation by the Purchasing Agent/Administrative Authority, the contract procuring the required professional services shall be awarded with reasonable promptness by appropriate written notice to the awarded bidder. 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.
10. **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

(8.285-8.291 RSMo). 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. *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.
2. *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.
3. *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 ten (10) days from time of issue.
4. *Receipt of Proposals.* (610.021 RSMo). 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).

5. *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.
6. *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.
7. *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.
8. *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.
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

(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

(107.170, RSMo). 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 \$70,000.00, however, the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$70,000.00. 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). Statute requires legal bids on any purchases greater than \$12,000 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.

All bids shall be submitted during regular *business hours* of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non-regular hours will not be considered as an attempted delivery.

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 State of Missouri Retention Laws.

Award: The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest priced, and best value, 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).

Rules Governing Contracts (50.660 RSMo)

Per Statute (50.660 RSMo) it is not necessary to obtain bids on any purchase in the amount of twelve thousand dollars or less made from one person, firm, or corporation during any period of ninety days.

Purchases below \$11,999.

Request for Quotation (RFQ). An informal solicitation, where oral or written quotes are obtained from vendors, without formal advertising or receipt of sealed bids. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

The department will obtain a quote and submit it through Christian County’s ERP system, Tyler Incode 10, via requisition processing. Online quotes are an acceptable form of documentation. 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). Note: While Missouri statutes do not require formal sealed bids on said purchases, price competition is desired. *The Purchasing Department highly recommends that the requisitioner does their due diligence to ensure the lowest price and best value for the citizens of Christian County. Should the Purchasing Department locate an item of equal value at a lower price, they will notify the department of the change in vendor/price when applicable.*

Purchase \$12,000 and above (during any period of ninety days)

When a purchase is requested of \$12,000 or more (during any period of ninety days) a competitive sealed bid will be issued. The Purchasing Agent will make the decision on which solicitation method to use.

Purchase \$25,000 and above Missouri Domestic Products Procurement Act (34.353 RSMo)

Each contract for the purchase or lease of manufactured goods or commodities by any public agency, and each contract made by a public agency for construction, alteration, repair, or maintenance of any public works 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.

This section shall not apply where the purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or product is manufactured or produced in the United States

Purchase \$100,000 and above (34.353 RSMo)

All contracts for projects, the cost of which exceeds one hundred thousand dollars, entered into by an officer or agency of this state shall be let to the lowest, responsive, responsible bidder or bidders based on preestablished criteria after notice and publication of an advertisement for five days in a daily newspaper in the county where the work is located or at least twice over a period of ten days or more in a newspaper in the county where the work is located and in one daily newspaper in the state which does not have less than fifty thousand daily circulation and by such other means as determined to be most likely to reach potential bidders. For all contracts for projects between twenty-five thousand dollars and one hundred thousand dollars a minimum of three contracts shall be solicited with the award being made to the lowest responsive, responsible bidder based on preestablished criteria

Purchasing Agent Duties – Bids Rejected (50.757 RSMo)

The Purchasing Agent may reject any or all bids for the sale of articles and supplies for the use of the county. Cancellation of Invitation for Bid or Request for Proposal

An 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

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 Approved 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 approved 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 may be requested by the Purchasing Department and many may be viewed online. 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 Institute of Governmental Purchasing (NIGP)
- 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. 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 over twelve thousand dollars, 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.

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 Agent shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$12,000.00 in at least one daily and one weekly newspaper for a period of no less than 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.

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 debarred 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 an 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.

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 emailed 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 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/Non-Disclosure Agreement

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.

Under special circumstances the Purchasing Agent may request a vendor to sign a Non-Disclosure Agreement when confidential information is required for review in order for vendor to provide services.

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

(49.266 RSMo and 49.270 RSMo.). 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 or his/her designee 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.

NIGP Institute of Governmental Purchasing

Code of Ethics

- The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization:
- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.
- Subscribes to and supports the professional aims and objectives of NIGP - The Institute for Public Procurement.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 14th day of June, 2022 at Christian County, Missouri.

| | |
|-----------------------|---|
| DATED: _____ | <u>Absent</u> Ralph Phillips, Presiding Commissioner |
| DATED: <u>6-14-22</u> | <u>Hosea Bilyeu</u> Hosea Bilyeu, Western Commissioner |
| DATED: <u>6/14/22</u> | <u>Lynn Morris</u> Lynn Morris, Eastern Commissioner |

Attested By:

Kay Brown
Kay Brown, Christian County Clerk

Auditor Certification:

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.

Amy Dent
Christian County Auditor

APPROVED AS TO FORM:

John W. Housley
John W. Housley, Attorney at Law
901 St. Louis St 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Christian County Clerk Historic Courthouse Public Access Areas Policy

June 3, 2022

1. Purpose
 - a. This policy exists to protect the health and safety of County Clerk employees, to protect critical elections infrastructure, and to protect records containing personally identifiable information.
2. Definitions
 - a. The 'General Public' is defined as any person not employed full, part-time or as a contracted temporary employee the Christian County Clerk.
 - b. The 'Clerk's Reception Area' is defined as the area in front and inside the entrance to the office described as Room 304.
3. Scope, Restrictions, and Exceptions
 - a. This policy applies to the County Clerk's Office space in the Historic Courthouse, 100 W. Church Street, Room 304, Ozark, MO. 65721.
 - b. No member of the General Public will be granted on -demand access to the areas of the office outside of the Clerk's Reception Area.
 - c. This policy does not apply to persons that have been invited past the Clerk's Reception Area by an employee of the County Clerk's Office, or any person serving process, or executing a search warrant, or acting on any other order of the Commission, or acting on the order of any other duly constituted governmental authority.
4. Duration
 - a. This policy will remain in effect until superseded or revoked by the County Clerk.