



Christian County Commission
100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5248)

Meeting: 12/19/25 9:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:
Doc ID: 5248

Meeting Attachments

ATTACHMENTS:

- 1 - 19 DECEMBER 2025 - NEWSLETTER CONTEST WINNERS
- 2 - 19 DECEMBER 2025 - EMPLOYEE SERVICES 2026 BUDGET
- 3 - 19 DECEMBER 2025 - AUDITOR 2026 BUDGET
- 4 - 19 DECEMBER 2025 - COMMISSION 2026 BUDGET
- 5 - 19 DECEMBER 2025 - HIGHWAY ADMINISTRATOR 2026 BUDGET
- 6 - 19 DECEMBER 2025 - STBG PROGRAM AGREEMENT FOR TRACKER RD AT NICHOLAS RD IMPROVEMENTS
- 7 - 19 DECEMBER 2025 - 2025 PURCHASING POLICY MANUAL REV. (08.15.23)
- 8 - 19 DECEMBER 2025 - 2026 PURCHASING POLICY MUNUAL DRAFT REV. (12.11.25)
- 9 - 19 DECEMBER 2025 - PURCHASING POLICY MANUAL REVISIONS - APPROVAL LETTER
- 10 - 19 DECEMBER 2025 - CONTRACT RENEWAL - RFP #2024-16 JAIL COMMISSARY SERVICES - KEEFE COMMISSARY NETWORK, LLC - PROPOSAL RESPONSE
- 11 - 19 DECEMBER 2025 - CONTRACT RENEWAL - RFP #2024-16 JAIL COMMISSARY SERVICES - KEEFE COMMISSARY NETWORK, LLC - RESPONSE WITH PRICING
- 12 - 19 DECEMBER 2025 - CONTRACT RENEWAL - RFP #2024-16 JAIL COMMISSARY SERVICES - KEEFE COMMISSARY NETWORK, LLC - AWARD LETTER
- 13 - 19 DECEMBER 2025 - CONTRACT RENEWAL - ERP SYSTEM - TYLER TECHNOLOGIES - CONTRACT (10.7.21)
- 14 - 19 DECEMBER 2025 - CONTRACT RENEWAL - ERP SYSTEM - TYLER TECHNOLOGIES - 2026 INVOICE
- 15 - 19 DECEMBER 2025 - CONTRACT RENEWAL - ERP SYSTEM - TYLER TECHNOLOGIES - AWARD LETTER

Newsletter Contest Winners

Phil Amtower (Emergency Management) and Jacob Cantwell (Prosecutor's Office) were selected as the winners of our "Name the Newsletter" contest held this past fall with their entry, ***Christian County Chronicle***. We received a total of 33 creative suggestions, and we truly appreciated everyone's participation. Ten of those entries came from the Christian County Prosecutor's Office alone.

Jessica Luna, also from the Prosecutor's Office, submitted a tagline with one of her entries: ***"Connecting People, Progress, and Purpose."*** We were particularly drawn to it, so she was recognized with an award as well.

Here are some of the other entries that received top votes and earned the "Commissioner's Honorable Mention Award":

- 1) ***"Hometown Highlights"***; submitted by Sandy Liles (Assessor's Office)
- 2) ***"Christian County Spotlight"***; submitted by Valerie Austin (Recorder's Office)
- 3) ***"The County Compass"***; submitted by Phil Amtower and Jessica Luna
- 4) ***"CC Heartbeat"***; submitted by Nancy Burton (Collector's Office)

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Salary Other - EMPLOYEE SERVICES	101-240-51120	\$ 389,234.00	\$ 504,854.00	\$ 476,487.00	\$ 524,687.00
Contract Labor	101-240-51130	\$ 11,701.00	\$ 15,000.00	\$ 3,585.00	\$ 12,000.00
Health Insurance	101-240-51210	\$ 37,948.00	\$ 52,742.00	\$ 52,742.00	\$ 81,600.00
FICA	101-240-51220	\$ 31,562.00	\$ 38,598.00	\$ 38,598.00	\$ 40,116.00
Lagers	101-240-51230	\$ 43,665.00	\$ 60,546.00	\$ 60,546.00	\$ 62,926.00
Unemployment Insurance	101-240-51250	\$ 474.00	\$ 1,275.00	\$ 1,275.00	\$ 400.00
Workers' Compensation	101-240-51260	\$ 861.00	\$ 932.00	\$ 932.00	\$ 944.00
Consultant	101-240-52310	\$ -	\$ -	\$ -	\$ -
Dues	101-240-52500	\$ 499.00	\$ 1,000.00	\$ -	\$ 1,000.00
Phone	101-240-52530	\$ 4,491.00	\$ 4,500.00	\$ 4,195.00	\$ 5,000.00
Mileage	101-240-52580	\$ 157.00	\$ 300.00	\$ -	\$ 300.00
Training	101-240-52590	\$ 1,672.00	\$ 5,000.00	\$ -	\$ 5,000.00
Office Expense	101-240-53600	\$ 7,059.00	\$ 10,000.00	\$ 8,105.00	\$ 17,000.00
Postage	101-240-53605	\$ 51.00	\$ 300.00	\$ 60.00	\$ 500.00
Small Equipment	101-240-53618	\$ 30.00	\$ 2,500.00	\$ 520.00	\$ 2,500.00
Computer Software	101-240-54756	\$ (635.00)	\$ 12,000.00	\$ 19,020.00	\$ 15,000.00
		\$ 528,769.00	\$ 709,547.00	\$ 666,065.00	\$ 768,973.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Salary Elected Official - AUDITOR	101-210-51110	\$ 77,047.00	\$ 79,358.00	\$ 79,358.00	\$ 81,739.00
Salary Other - AUDITOR	101-210-51120	\$ 69,118.00	\$ 65,539.00	\$ 63,022.00	\$ 73,412.00
Health Insurance	101-210-51210	\$ 8,847.00	\$ 13,049.00	\$ 6,525.00	\$ 20,400.00
FICA	101-210-51220	\$ 10,813.00	\$ 11,085.00	\$ 10,625.00	\$ 11,869.00
Lagers	101-210-51230	\$ 16,357.00	\$ 14,836.00	\$ 17,087.00	\$ 18,618.00
Unemployment Insurance	101-210-51250	\$ 154.00	\$ 262.00	\$ 50.00	\$ 100.00
Workers' Compensation	101-210-51260	\$ 327.00	\$ 269.00	\$ 70.00	\$ 279.00
Repairs & Maintenance Equipment	101-210-52430	\$ -	\$ 200.00	\$ -	\$ 950.00
Dues	101-210-52500	\$ 150.00	\$ 525.00	\$ 382.00	\$ 550.00
Bond	101-210-52522	\$ -	\$ 260.00	\$ -	\$ 2,000.00
Phone	101-210-52530	\$ 1,051.00	\$ 1,500.00	\$ 1,300.00	\$ 1,400.00
Mileage	101-210-52580	\$ 130.00	\$ 250.00	\$ 618.00	\$ 1,500.00
Training	101-210-52590	\$ 3,298.00	\$ 5,000.00	\$ 4,141.00	\$ 10,000.00
Office Expense	101-210-53600	\$ 3,537.00	\$ 3,750.00	\$ 3,480.00	\$ 5,000.00
Postage	101-210-53605	\$ 48.00	\$ 150.00	\$ 97.00	\$ 200.00
Small Equipment	101-210-53618	\$ -	\$ 500.00	\$ -	\$ 500.00
Late Fees	101-210-53619	\$ -	\$ -	\$ -	\$ -
Equipment	101-210-54750	\$ -	\$ -	\$ -	\$ -
Computer Software	101-210-54756	\$ -	\$ 28,000.00	\$ 16,165.00	\$ 45,000.00
		\$ 190,877.00	\$ 224,533.00	\$ 202,920.00	\$ 273,517.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Commission Office					
Salary Elected Official - COMMISSIONER	101-010-51110	\$ 226,075.20	\$ 232,857.25	\$ 239,806.90	\$ 239,842.90
Salary Other - COMMISSION	101-010-51120	\$ 35,201.53	\$ 291,804.20	\$ 135,910.00	\$ 270,824.00
Health Insurance	101-010-51210	\$ 11,449.24	\$ 40,779.00	\$ 21,260.00	\$ 61,200.00
FICA	101-010-51220	\$ 19,684.87	\$ 40,113.65	\$ 28,036.73	\$ 39,066.02
Lagers	101-010-51230	\$ 27,219.12	\$ 62,923.37	\$ 33,095.00	\$ 61,280.03
Unemployment Insurance	101-010-51250	\$ 105.62	\$ 487.50	\$ 55.85	\$ 150.00
Workers' Compensation	101-010-51260	\$ 547.80	\$ 8,222.22	\$ 265.74	\$ 8,182.40
Studies for County Improvement	101-010-52315	\$ 1,428.00	\$ -	\$ -	\$ -
Computer Software	101-010-52432			\$ -	\$ 4,800.00
Vehicle Maintenance & Repair	101-010-52435	\$ 418.18	\$ 1,000.00	\$ 33.23	\$ 500.00
Dues	101-010-52500	\$ 51,310.00	\$ 56,300.00	\$ 50,810.00	\$ 74,425.00
Phone	101-010-52530	\$ 3,713.72	\$ 4,000.00	\$ 3,210.00	\$ 750.00
Mileage	101-010-52580	\$ 2,302.90	\$ 800.00	\$ 1,700.00	\$ 750.00
Training	101-010-52590	\$ 2,473.83	\$ 2,000.00	\$ 4,980.00	\$ 4,500.00
Office Expense	101-010-53600	\$ 5,066.41	\$ 6,000.00	\$ 5,066.00	\$ 5,000.00
Postage	101-010-53605	\$ 3,259.82	\$ 6,000.00	\$ 4,500.00	\$ 7,500.00
Small Equipment	101-010-53618	\$ -	\$ 500.00	\$ 2,146.97	\$ 900.00
Late Fees	101-010-53619	\$ 604.94	\$ -	\$ -	\$ -
Fuel Expense	101-010-53626	\$ 31.32	\$ 500.00	\$ -	\$ 150.00
Equipment	101-010-54750	\$ -	\$ 1,500.00	\$ -	\$ -
		\$ 390,892.50	\$ 755,787.19	\$ 530,876.42	\$ 779,820.35
County Operations					
Public Defender Rent	101-170-25400	\$ 24,805.93	\$ 28,530.00	\$ 28,528.56	\$ 30,000.00
Workers' Compensation Premium	101-170-51260	\$ -	\$ -	\$ -	\$ -
Employee Screening	101-170-51285	\$ 8,547.00	\$ 10,000.00	\$ 8,300.00	\$ 15,000.00
Legal Fees	101-170-52300	\$ 1,452.50	\$ 70,000.00	\$ 8,160.00	\$ 85,000.00
County Counselor	101-170-52301	\$ 125,000.04	\$ -	\$ 125,000.00	\$ 125,000.00
Audit	101-170-52305	\$ -	\$ 30,000.00	\$ 41,000.00	\$ 55,000.00
Consultant	101-170-52310	\$ -	\$ -	\$ -	\$ -
Studies for County Improvement	101-170-52315	\$ -	\$ 8,000.00	\$ -	\$ -
38TH Judicial Circuit Treatment Court	101-170-52320	\$ -	\$ 3,500.00	\$ -	\$ -
Court Reporter	101-170-52340	\$ 1,884.98	\$ 2,000.00	\$ 715.00	\$ 2,000.00
GIS	101-170-52342	\$ 60,000.00	\$ 40,000.00	\$ 5,845.00	\$ 60,000.00
Computer Hardware Maintenance	101-170-52431	\$ 137,599.15	\$ 295,000.00	\$ 227,550.00	\$ 175,000.00
Computer Software	101-170-52432	\$ 133,451.68	\$ 225,000.00	\$ 231,400.00	\$ 210,000.00
Vehicle/Equipment Maintenance & Repair	101-170-52435	\$ 19,247.68	\$ 15,000.00	\$ 12,573.92	\$ 5,000.00
Organizational Dues	101-170-52500	\$ 42,734.45	\$ 40,000.00	\$ 36,930.00	\$ 40,000.00
BOE Board Meetings	101-170-52510	\$ 75.00	\$ 750.00	\$ 125.00	\$ 750.00
Employee Health Services	101-170-52516	\$ -		\$ 324,516.69	\$ 350,000.00
Property & Liability Insurance	101-170-52520	\$ 133,785.44	\$ 185,000.00	\$ 177,932.66	\$ 200,000.00
Vehicle Insurance	101-170-52525	\$ 22,423.22	\$ 25,000.00	\$ 25,660.69	\$ 30,000.00
Phone & Internet	101-170-52530	\$ 129,165.78	\$ 115,000.00	\$ 129,920.00	\$ 130,000.00
Publication Costs	101-170-52540	\$ 4,364.28	\$ 4,500.00	\$ 5,855.00	\$ 7,500.00
Record Storage	101-170-52560	\$ -	\$ -	\$ -	\$ -
Small Equipment	101-170-53618	\$ 2,906.00	\$ 15,000.00	\$ 443.32	\$ -
Late Fees	101-170-53619	\$ -	\$ -	\$ -	\$ -
Fuel Expense	101-170-53626	\$ -	\$ -	\$ -	\$ 2,500.00
Land, Bldgs & Improvements	101-170-54700	\$ 213,138.57	\$ 1,420,000.00	\$ 744,365.00	\$ 250,000.00
Equipment	101-170-54750	\$ 99,770.85	\$ 75,000.00	\$ 49,700.00	\$ -
Computer Hardware	101-170-54755	\$ 1,543.05	\$ 600,000.00	\$ 4,645.00	\$ 600,000.00
ELECTIONS	101-170-57506	\$ 114,291.66	\$ 30,000.00	\$ 68,574.89	\$ 30,000.00
Misc	101-170-57800	\$ 26,312.59	\$ 50,000.00	\$ 33,600.00	\$ 25,000.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Opioid Settlement Expenses	101-170-57802	\$ -	\$ 315,000.00	\$ -	\$ 450,000.00
Employee Benefits Over (Under) Deducted	101-170-57815			\$ 13,635.00	\$ -
Disburse Fin Institution Tax	101-170-59500	\$ 2,493.30	\$ 2,500.00	\$ 287.02	\$ 2,500.00
County/Emergency Disaster	101-170-63515	\$ 69,413.91	\$ 350,000.00	\$ 111,132.53	\$ 200,000.00
		\$ 1,374,407.06	\$ 3,954,780.00	\$ 2,416,395.28	\$ 3,080,250.00
Emergency Fund	101-250-57900	\$ -	\$ 365,000.00	\$ -	\$ 625,000.00
NID - Stone Hollow	101-900-52420	\$ -	\$ 1,500.00	\$ -	\$ -
Transfer to Capital Projects Funds	101-900-61000	\$ 9,308,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 418,634.72
Transfers Out - Assessor	101-900-61401	\$ -	\$ 92,000.00	\$ -	\$ -
Transfers Out - Bond Svc Fund	101-900-61455	\$ 626,000.00	\$ 629,975.00	\$ 629,975.00	\$ 627,075.00
		\$ 9,934,000.00	\$ 3,723,475.00	\$ 3,629,975.00	\$ 1,045,709.72
County Law Enforcement Sales Tax Trust Fund					
Sales Tax	201-41310	\$ 3,010,630.70	\$ 3,012,500.00	\$ 3,031,205.00	\$ 3,060,000.00
Interest	201-46611	\$ 314,993.63	\$ 250,000.00	\$ 255,030.00	\$ 250,000.00
Expense Reimbursement	201-48102	\$ 210.86	\$ -	\$ -	\$ -
Revenue Total		\$ 3,325,835.19	\$ 3,262,500.00	\$ 3,286,235.00	\$ 3,310,000.00
Transfers	201-900-58856	\$ 4,549,016.28	\$ 6,230,000.00	\$ 6,962,315.00	\$ 4,900,000.00
Expense Total		\$ 4,549,016.28	\$ 6,230,000.00	\$ 6,962,315.00	\$ 4,900,000.00
LEST Trust Fund					
Sales Tax	250-41310	\$ 3,268,811.84	\$ 3,262,000.00	\$ 3,257,970.00	\$ 3,265,000.00
Interest	250-46611	\$ 24,187.76	\$ 20,000.00	\$ 18,125.00	\$ 20,000.00
Revenue Total		\$ 3,292,999.60	\$ 3,282,000.00	\$ 3,276,095.00	\$ 3,285,000.00
Transfers Out - General Fund Sheriff Expense	250-900-60101	\$ 2,656,690.86	\$ 2,400,000.00	\$ 2,608,380.00	\$ 2,612,000.00
Transfers Out - General Fund Prosecutor Exp	250-900-61000	\$ 727,924.12	\$ 625,000.00	\$ 758,375.00	\$ 1,000,000.00
Carryforward Fund transfer to COLE	250-900-61202	\$ -	\$ -	\$ -	\$ -
Expense Total		\$ 3,384,614.98	\$ 3,025,000.00	\$ 3,366,755.00	\$ 3,612,000.00
Law Enforcement Restitution Fund					
Fines	255-45110	\$ 45,827.71	\$ 45,000.00	\$ 42,185.00	\$ 45,000.00
Interest	255-46611	\$ 9,702.35	\$ 4,500.00	\$ 9,390.00	\$ 9,500.00
Revenue Total		\$ 55,530.06	\$ 49,500.00	\$ 51,575.00	\$ 54,500.00
Witness & Reporter Expense	255-610-52345	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Sheriff Supplies	255-610-53610	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Other Grant Expense	255-610-53616	\$ -	\$ 10,000.00	\$ -	\$ -
Narcotics Deterrence	255-610-54744	\$ -	\$ 100,000.00	\$ -	\$ 10,000.00
Equipment	255-610-54750	\$ 62,084.60	\$ 10,000.00	\$ 39,000.00	\$ 200,000.00
Transfers Out - General Fund	255-610-60101	\$ -	\$ -	\$ -	\$ -
Expense Total		\$ 62,084.60	\$ 140,000.00	\$ 39,000.00	\$ 230,000.00
Building Capital Projects					
Interest	256-46611	\$ 46,235.27	\$ 18,000.00	\$ 75,000.00	\$ 35,000.00
Expense Reimbursement	256-48102	\$ -		\$ 50,000.00	\$ -
Sale of Assets	256-48310	\$ -	\$ 1,192,550.00	\$ 1,544,276.00	\$ 700,000.00
Transfer In - General Fund	256-49101	\$ 1,806,425.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 250,000.00
Revenue Total		\$ 1,852,660.27	\$ 4,210,550.00	\$ 4,669,276.00	\$ 985,000.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Expenses	256-610-52515	\$ -	\$ -	\$ -	\$ -
Land, Buildings & Building Improvements	256-610-54700	\$ 972,571.72	\$ 3,500,000.00	\$ 3,475,738.06	\$ 3,000,000.00
Expense Total		\$ 972,571.72	\$ 3,500,000.00	\$ 3,475,738.06	\$ 3,000,000.00
Stone Hollow NID					
Property Tax	420-41100	\$ 26,270.28	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Interest	420-46611	\$ 2,814.78	\$ 1,130.00	\$ 2,700.00	\$ 2,000.00
Transfer In - General Fund	420-49101	\$ -	\$ 1,500.00	\$ -	\$ -
Revenue Total		\$ 29,085.06	\$ 22,630.00	\$ 22,700.00	\$ 22,000.00
Bond Retirement	420-610-58850	\$ 16,715.27	\$ 16,715.27	\$ 16,715.27	\$ 16,715.27
Interest Exp	420-610-58860	\$ 6,247.33	\$ 5,747.55	\$ 5,747.55	\$ 5,247.76
Expense Total		\$ 22,962.60	\$ 22,462.82	\$ 22,462.82	\$ 21,963.03
River Downs West NID					
Property Tax	430-41100	\$ 44,401.47	\$ 40,000.00	\$ 42,000.00	\$ 42,500.00
Interest	430-46611	\$ 2,307.84	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Revenue Total		\$ 46,709.31	\$ 41,800.00	\$ 43,800.00	\$ 44,300.00
Bond Retirement	430-610-58850	\$ 28,079.03	\$ 29,131.99	\$ 29,131.99	\$ 30,224.44
Interest - Bond Retirement	430-610-58860	\$ 15,596.62	\$ 14,543.66	\$ 14,543.66	\$ 13,451.21
Expense Total		\$ 43,675.65	\$ 43,675.65	\$ 43,675.65	\$ 43,675.65
2017 Bond Debt Service Fund					
Interest	455-46611	\$ 0.22	\$ -	\$ 65.27	\$ -
Transfer In - General Fund	455-49101	\$ 626,000.00	\$ 629,975.00	\$ 626,909.51	\$ 627,075.00
Revenue Total		\$ 626,000.22	\$ 629,975.00	\$ 626,974.78	\$ 627,075.00
Legal Fees	455-610-52300	\$ 2,000.00	\$ 3,500.00	\$ 250.00	\$ 3,500.00
Bond Retirement	455-610-58850	\$ 410,000.00	\$ 425,000.00	\$ 425,000.00	\$ 435,000.00
Interest Exp	455-610-58860	\$ 214,000.00	\$ 201,475.00	\$ 201,475.00	\$ 188,575.00
Expense Total		\$ 626,000.00	\$ 629,975.00	\$ 626,725.00	\$ 627,075.00
ARPA Fund					
Disaster Grant	560-43110	\$ -	\$ -	\$ -	\$ -
Interest	560-46611	\$ 429,824.77	\$ 250,000.00	\$ 63,000.00	\$ -
Revenue Total		\$ 429,824.77	\$ 250,000.00	\$ 63,000.00	\$ -
Contract Labor	560-610-51130	\$ 68,000.04	\$ -	\$ -	\$ -
Public Health-Vaccine/Testing/Mitigation	560-610-52515	\$ 116,865.00	\$ 915,000.00	\$ 915,000.00	\$ -
Grants to External Entities	560-610-52517	\$ -	\$ -	\$ -	\$ -
Office Expense	560-610-53600	\$ 117,570.82	\$ 75,000.00	\$ 75,000.00	\$ -
Infrastructure Project Expenditures	560-610-53720	\$ 2,042,599.13	\$ 650,000.00	\$ 650,000.00	\$ -
Buildings & Building Improvements	560-610-54700	\$ 430,299.64	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
Equipment	560-610-54750	\$ 23,176.00	\$ -	\$ -	\$ -
Transfer to GR	560-900-61000	\$ 9,534,916.16	\$ -	\$ -	\$ 83,500.00
Expense Total		\$ 12,333,426.79	\$ 2,640,000.00	\$ 2,640,000.00	\$ 83,500.00
General Revenue Revenues					
Property Tax	101-41100	\$ 811,727.04	\$ 810,000.00	\$ 851,700.00	\$ 818,000.00
Surtax	101-41119	\$ 70,381.18	\$ 70,000.00	\$ 73,632.25	\$ 70,000.00
Cable Franchise Fees	101-41175	\$ 49,302.92	\$ 50,000.00	\$ 44,909.99	\$ 42,725.00
County Clerk Fees	101-42290	\$ 46,107.44	\$ 25,000.00	\$ 51,350.00	\$ 30,000.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Miscellaneous Grants - Prosecutor	101-43416	\$ 62,178.95	\$ -	\$ -	\$ 1,200.00
STOP Grant	101-43419	\$ 55,402.87	\$ -	\$ 49,540.00	\$ -
Election Cost Reimbursement	101-43610	\$ 14,893.00	\$ 1,200.00	\$ 8,179.17	\$ 12,000.00
Associate Division I Fees	101-44110	\$ 123.00	\$ 45.00	\$ 185.00	\$ 45.00
Circuit Clerk Fees	101-44111	\$ 96,002.00	\$ 90,000.00	\$ 106,200.00	\$ 90,000.00
38th Jud Cir Treatment Court	101-44113	\$ -	\$ 1,400.00	\$ -	\$ -
Associate Division II Fees	101-44115	\$ 267.00	\$ 100.00	\$ 69.00	\$ 100.00
Public Administrator Fees	101-44119	\$ 23,638.89	\$ 20,000.00	\$ 37,495.00	\$ 20,000.00
Recorder of Deeds Fees	101-44120	\$ 333,484.25	\$ 300,000.00	\$ 358,730.00	\$ 350,000.00
Planning & Development Fees	101-44130	\$ 64,570.71	\$ 52,500.00	\$ 49,670.00	\$ 45,000.00
Collector Commissions & Fees	101-44194	\$ 1,315,425.00	\$ 1,300,000.00	\$ 1,384,100.00	\$ 1,350,000.00
Miscellaneous Fees	101-44195	\$ -	\$ -	\$ -	\$ -
Civil Process Fees	101-44210	\$ -	\$ -	\$ -	\$ -
Fees for HB 2224	101-44224	\$ 23,762.00	\$ 17,000.00	\$ 25,900.00	\$ 30,000.00
Inmate Medical Fees	101-44232	\$ 10,126.80	\$ 15,000.00	\$ 2,590.22	\$ -
Prisoner Board	101-44233	\$ 19,254.01	\$ 30,000.00	\$ 6,702.00	\$ 7,500.00
Criminal Costs	101-44235	\$ 437,150.91	\$ 400,000.00	\$ 98,988.00	\$ 360,000.00
Prisoner INS	101-44236	\$ 1,220,396.14	\$ 1,180,000.00	\$ 1,262,845.00	\$ 1,500,000.00
Sheriff's Fees	101-44290	\$ 6,074.00	\$ 7,000.00	\$ 8,010.00	\$ 5,000.00
Sheriff Retirement Fees	101-44291			\$ 620.00	\$ -
Recycle	101-44413	\$ 8,102.84	\$ 4,000.00	\$ 5,066.00	\$ 4,000.00
Opioid Settlement - Unrestricted	101-45110	\$ 33,326.79	\$ 17,000.00	\$ 25,352.69	\$ 17,000.00
Opioid Settlement - Restricted	101-45111	\$ 315,151.79	\$ 116,000.00	\$ 143,665.20	\$ 116,000.00
PHONE/VENDING COMMISSIONS	101-48200	\$ 138,783.34	\$ 110,000.00	\$ 133,820.00	\$ 125,000.00
Sales Tax	101-41310	\$ 6,021,262.92	\$ 6,025,000.00	\$ 6,108,440.00	\$ 6,000,000.00
Marijuana Sales Tax	101-41311	\$ 253,217.01	\$ -	\$ 234,822.97	\$ -
Financial Institution Tax	101-41630	\$ 1,174.93	\$ 1,700.00	\$ 1,175.00	\$ 1,175.00
Interest on Financial Inst Tax	101-41631	\$ 107.56	\$ 15.00	\$ 88.91	\$ 80.00
Interest	101-46611	\$ 637,394.28	\$ 450,000.00	\$ 385,600.00	\$ 385,000.00
Delinquent Tax Fees	101-41910	\$ 3,069.62	\$ 2,750.00	\$ 6,350.00	\$ 5,000.00
HIDTA Grant	101-43111	\$ 11,897.73	\$ 60,000.00	\$ 9,322.54	\$ 8,500.00
FEMA Disasters	101-43121	\$ -	\$ -	\$ -	\$ -
Payments in Lieu of Tax	101-43300	\$ 141,584.00	\$ 120,000.00	\$ 148,882.00	\$ 130,000.00
Miscellaneous Grants	101-43411	\$ 88,759.86	\$ 10,000.00	\$ -	\$ 10,000.00
Miscellaneous Grants - Sheriff	101-43413	\$ 392,646.96	\$ 880,000.00	\$ 709,300.00	\$ 400,000.00
VOCA Grant	101-43414	\$ 149,785.54	\$ 120,000.00	\$ 116,325.00	\$ 120,000.00
Emergency Management Grants	101-43417	\$ 74,984.25	\$ 50,000.00	\$ 89,520.00	\$ 50,000.00
HB 224 Grant	101-43415	\$ 23,454.71	\$ 45,000.00	\$ 35,000.00	\$ 15,000.00
Juvenile	101-43421	\$ 112,546.37	\$ 110,000.00	\$ 101,535.00	\$ 119,000.00
Child Support Reimbursement	101-44631	\$ 706.37	\$ 1,806.00	\$ 1,781.38	\$ 1,500.00
Private Donations - Sheriff	101-47100	\$ -	\$ -	\$ -	\$ -
Private Donations - PA	101-47101	\$ -	\$ -	\$ -	\$ -
K-9 Unit Donation	101-47111	\$ -	\$ -	\$ 1,200.00	\$ -
Rent	101-48100	\$ 22,440.00	\$ 27,600.00	\$ 27,600.00	\$ 27,600.00
Miscellaneous Revenue	101-48101	\$ 49,633.08	\$ 5,000.00	\$ 99,937.19	\$ 10,500.00
Expense Reimbursement	101-48102	\$ 32,411.37	\$ 7,500.00	\$ 17,783.39	\$ 15,000.00
LAGERS - Health Department	101-48103	\$ 58,432.55	\$ 66,500.00	\$ 78,362.14	\$ 62,000.00
School Contract - SHF	101-48104	\$ 33,702.20	\$ 33,700.00	\$ 69,570.54	\$ 78,000.00
Expense Reimbursement-SHF	101-48105	\$ 54,450.08	\$ 55,000.00	\$ 18,220.00	\$ 20,000.00
287(g) Reimbursement - SHF	101-48106			\$ 220,020.00	\$ 1,550,000.00
Insurance Reimbursement	101-48300	\$ -	\$ -	\$ 11,014.40	\$ -
Diversion Court Reimbursement	101-48301	\$ -	\$ -	\$ -	\$ -
Sale of Assets	101-48310	\$ 11,983.97	\$ 550,000.00	\$ 17,439.31	\$ 30,000.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
Transfer In - COLE	101-49101	\$ -	\$ -	\$ -	\$ -
Transfer In - Cole Reimbursement	101-49201	\$ 4,549,016.28	\$ 6,230,000.00	\$ 6,838,360.00	\$ 4,900,000.00
TRANSFERS IN - LEST Reimbursement	101-49250	\$ 3,384,614.98	\$ 3,025,000.00	\$ 3,723,150.00	\$ 3,612,000.00
Transfer In - LERF	101-49255	\$ -	\$ -	\$ -	\$ -
Collector TMF Overage	101-49475	\$ 19,970.62	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TRANSFERS IN ARPA	101-49560	\$ 9,534,916.16	\$ -	\$ -	\$ 85,000.00
Revenue Total		\$ 30,819,796.27	\$ 22,512,816.00	\$ 23,820,119.29	\$ 22,648,925.00

Description	Account ID	Amounts - FY24 Actual	Amounts - FY25 Budgeted	Amounts - FY25 Projected	Amounts - FY26 In Progress
<u>Road Sales Tax</u>					
Sales Tax	221-41310	\$ 6,021,263.19	\$ 6,025,000.00	\$ 5,988,645.00	\$ 6,115,375.00
Bridge Replacement	221-43431	\$ -	\$ -	\$ -	\$ -
Interest	221-46611	\$ 287,256.40	\$ 175,000.00	\$ 234,190.00	\$ 240,000.00
Total Revenue		\$ 6,308,519.59	\$ 6,200,000.00	\$ 6,222,835.00	\$ 6,355,375.00
Disbursements	221-610-59504	\$ 23,520.74	\$ 22,000.00	\$ 23,815.00	\$ 25,000.00
Disbursements - Special Roads	221-610-59505	\$ 475,000.00	\$ 600,000.00	\$ 872,505.00	\$ 480,000.00
Disbursements - Common I	221-800-59501	\$ 2,176,778.16	\$ 2,250,000.00	\$ 1,750,710.00	\$ 2,360,000.00
Disbursements - Common II	221-800-59502	\$ 2,132,858.61	\$ 2,250,000.00	\$ 1,730,625.00	\$ 3,360,000.00
DisburseTo Capital Projects	221-800-59506	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Total Expenses		\$ 5,308,157.51	\$ 5,622,000.00	\$ 4,877,655.00	\$ 6,725,000.00
<u>CART</u>					
CART	222-43354	\$ 2,463,455.47	\$ 2,365,000.00	\$ 2,636,280.00	\$ 2,500,000.00
Interest	222-46611	\$ 11,932.58	\$ 9,000.00	\$ 10,940.00	\$ 13,000.00
Total Revenue		\$ 2,475,388.05	\$ 2,374,000.00	\$ 2,647,220.00	\$ 2,513,000.00
Disbursements - Special Roads	222-610-59504	\$ 673,508.76	\$ 615,000.00	\$ 579,050.00	\$ 712,000.00
Disbursements - Common I	222-800-59501	\$ 730,907.23	\$ 670,000.00	\$ 644,175.00	\$ 729,000.00
Disbursements - Common II	222-800-59502	\$ 689,521.18	\$ 635,000.00	\$ 592,815.00	\$ 768,000.00
Disbursements - Bridge	222-800-59503	\$ 382,410.82	\$ 350,000.00	\$ 263,825.00	\$ 388,500.00
Total Expense		\$ 2,476,347.99	\$ 2,270,000.00	\$ 2,079,865.00	\$ 2,597,500.00

<u>Common I</u>					
Property Tax	231-41100	\$ 172,735.50	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Surtax	231-41119	\$ 681.62	\$ 650.00	\$ 719.86	\$ 720.00
Financial Institution Tax	231-41630	\$ 3.47	\$ -	\$ -	\$ -
Interest on Financial Inst Tax	231-41631	\$ 0.37	\$ -	\$ 0.26	\$ -
Disaster Grant	231-43110	\$ 99,811.03	\$ 11,977.32	\$ -	\$ -
National Forest Revenue	231-43301	\$ 18,482.34	\$ 20,000.00	\$ -	\$ 18,000.00
CART	231-43354	\$ -	\$ -	\$ -	\$ -
Interest	231-46611	\$ 106,158.52	\$ 65,000.00	\$ 72,815.00	\$ 85,000.00
Miscellaneous Revenue	231-48101	\$ 4,181.02	\$ -	\$ 3,055.00	\$ -
Expense Reimbursement	231-48102	\$ 11.98	\$ -	\$ 4,325.00	\$ -
Sale of Assets	231-49210	\$ 8,808.75	\$ -	\$ -	\$ -
Transfer In - Road Sales Tax	231-49290	\$ 2,060,178.97	\$ 2,250,000.00	\$ 1,636,170.00	\$ 2,360,000.00
Transfer In - Road Sales Tax Interest	231-49291	\$ 91,088.71	\$ 90,000.00	\$ 130,310.00	\$ 110,000.00
Transfer In - CART	231-49295	\$ 606,423.23	\$ 670,000.00	\$ 628,350.00	\$ 729,000.00
Total Revenue		\$ 3,168,565.51	\$ 3,257,627.32	\$ 2,625,745.12	\$ 3,452,720.00
Salary Other - COMMON ROAD	231-600-51120	\$ 822,843.24	\$ 854,028.93	\$ 854,028.93	\$ 937,823.78
Health Insurance	231-600-51210	\$ 102,494.43	\$ 107,656.56	\$ 107,656.56	\$ 158,100.00
FICA	231-600-51220	\$ 62,156.16	\$ 64,988.96	\$ 64,988.96	\$ 67,599.61
Lagers	231-600-51230	\$ 94,100.56	\$ 101,943.47	\$ 101,943.47	\$ 106,038.60
Unemployment Insurance	231-600-51250	\$ 871.30	\$ 2,475.00	\$ 2,475.00	\$ 800.00
Workers' Compensation	231-600-51260	\$ 53,916.39	\$ 53,859.40	\$ 53,859.40	\$ 54,360.10
Uniforms	231-610-51270	\$ 9,591.65	\$ 11,500.00	\$ 11,370.00	\$ 11,500.00
Utilities	231-610-52410	\$ 11,215.12	\$ 14,500.00	\$ 14,935.00	\$ 15,500.00
Repairs & Maintenance Equipment	231-610-52430	\$ 88,296.06	\$ 95,000.00	\$ 91,415.00	\$ 95,000.00
Tire & Tire Repair	231-610-52436	\$ 23,447.45	\$ 23,000.00	\$ 6,155.00	\$ 20,000.00
Building Repairs & Maintenance	231-610-52438	\$ 10,553.40	\$ 18,000.00	\$ 2,160.00	\$ 45,000.00
Equipment Rental	231-610-52442	\$ -	\$ -	\$ -	\$ -
Property & Liability Insurance	231-610-52520	\$ 21,035.07	\$ 21,000.00	\$ 26,965.53	\$ 30,000.00
Bond	231-610-52522	\$ -	\$ -	\$ -	\$ -
Vehicle Insurance	231-610-52525	\$ 64,670.63	\$ 65,000.00	\$ 73,860.97	\$ 75,000.00
Phone	231-610-52530	\$ 3,973.77	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00
Travel and Meal Reimbursment	231-610-52570	\$ -	\$ -	\$ -	\$ -

Training	231-610-52590	\$ 785.76	\$ 1,000.00	\$ 630.00	\$ 750.00
Shop Expense	231-610-53601	\$ 24,548.09	\$ 35,000.00	\$ 40,095.00	\$ 63,610.00
Road Signs	231-610-53613	\$ 20,503.23	\$ 17,000.00	\$ 12,720.00	\$ 18,000.00
Snow Removal	231-610-53615	\$ 8,777.00	\$ 45,000.00	\$ 28,340.00	\$ 45,000.00
Small Equipment	231-610-53618	\$ 796.84	\$ 1,000.00	\$ -	\$ 1,500.00
Late Fees	231-610-53619	\$ -	\$ -	\$ -	\$ -
Fuel Expense	231-610-53626	\$ 97,511.23	\$ 110,000.00	\$ 80,550.00	\$ 100,000.00
Road Maintenance & Repair	231-610-53720	\$ 1,522,092.88	\$ 1,650,000.00	\$ 231,150.00	\$ 1,854,000.00
Bridge & Culvert	231-610-53722	\$ -	\$ -	\$ -	\$ -
Buildings & Building Improvements	231-610-54700	\$ 195,011.10	\$ 40,000.00	\$ 34,085.00	\$ 25,000.00
Equipment	231-610-54750	\$ 133,668.09	\$ 125,000.00	\$ 3,010.00	\$ 180,045.90
Total Expense		\$ 3,372,859.45	\$ 3,462,152.32	\$ 1,847,593.82	\$ 3,909,127.99

<u>Common II</u>					
Property Tax	232-41100	\$ 87.16	\$ 87.16	\$ 87.16	\$ 87.16
Surtax	232-41119	\$ 9,875.17	\$ 9,500.00	\$ 10,441.41	\$ 10,500.00
Disaster Grant	232-43110	\$ 115,750.60	\$ 13,890.07	\$ -	\$ -
Interest	232-46611	\$ 84,072.30	\$ 70,000.00	\$ 63,445.00	\$ 70,000.00
Miscellaneous Revenue	232-48101	\$ 9,194.62	\$ -	\$ -	\$ -
Expense Reimbursement	232-48102	\$ 12,366.78	\$ -	\$ 81,495.00	\$ -
Sale of Assets	232-49210	\$ 14,378.51	\$ -	\$ -	\$ -
Transfer In - Road Sales Tax	232-49290	\$ 1,879,081.94	\$ 2,250,000.00	\$ 1,604,045.00	\$ 3,360,000.00
Transfer In - Road Sales Tax Interest	232-49291	\$ 279,287.15	\$ 85,000.00	\$ 126,580.00	\$ 110,000.00
Transfer In - CART	232-49295	\$ 814,005.18	\$ 635,000.00	\$ 592,812.00	\$ 699,762.50
Total Revenue		\$ 3,218,099.41	\$ 3,063,477.23	\$ 2,478,905.57	\$ 4,250,349.66
Salary Other - COMMON ROAD	232-600-51120	\$ 704,572.84	\$ 812,052.90	\$ 812,052.90	\$ 792,624.96
Health Insurance	232-600-51210	\$ 81,213.83	\$ 101,131.92	\$ 101,131.92	\$ 132,600.00
FICA	232-600-51220	\$ 53,265.60	\$ 61,800.06	\$ 61,800.06	\$ 56,294.77
Lagers	232-600-51230	\$ 78,778.68	\$ 96,941.27	\$ 96,941.27	\$ 88,305.52
Unemployment Insurance	232-600-51250	\$ 859.16	\$ 2,325.00	\$ 2,325.00	\$ 675.00
Workers' Compensation	232-600-51260	\$ 59,906.38	\$ 50,701.86	\$ 50,701.86	\$ 46,767.45
Uniforms	232-610-51270	\$ 8,072.62	\$ 11,000.00	\$ 8,160.00	\$ 10,000.00
Utilities	232-610-52410	\$ 9,966.75	\$ 12,500.00	\$ 11,555.00	\$ 12,500.00
Repairs & Maintenance Equipment	232-610-52430	\$ 98,774.08	\$ 95,000.00	\$ 87,100.00	\$ 100,000.00
Tire & Tire Repair	232-610-52436	\$ 28,797.39	\$ 25,000.00	\$ 11,120.00	\$ 25,000.00
BUILDING REPAIRS & MAINTENANCE	232-610-52438	\$ 2,350.72	\$ 20,000.00	\$ -	\$ 15,000.00
Equipment Rental	232-610-52442	\$ -	\$ -	\$ -	\$ -
Property & Liability Insurance	232-610-52520	\$ 21,598.54	\$ 22,000.00	\$ 25,640.15	\$ 26,000.00
Bond	232-610-52522	\$ -	\$ -	\$ -	\$ -
Vehicle Insurance	232-610-52525	\$ 49,065.06	\$ 50,000.00	\$ 59,352.04	\$ 60,000.00
Phone	232-610-52530	\$ 3,297.21	\$ 3,750.00	\$ 2,905.00	\$ 3,500.00
Travel and Meal Reimbursment	232-610-52570	\$ -	\$ -	\$ -	\$ -
Training	232-610-52590	\$ 801.02	\$ 1,000.00	\$ 1,630.00	\$ 750.00
Shop Expense	232-610-53601	\$ 22,679.16	\$ 29,000.00	\$ 50,295.00	\$ 63,095.00
Road Signs	232-610-53613	\$ 19,536.77	\$ 17,000.00	\$ 10,890.00	\$ 18,000.00
Snow Removal	232-610-53615	\$ 13,038.18	\$ 50,000.00	\$ 47,195.00	\$ 50,000.00

Small Equipment	232-610-53618	\$ 490.45	\$ 1,000.00	\$ 2,400.00	\$ 1,500.00
Late Fees	232-610-53619	\$ -	\$ -	\$ -	\$ -
Fuel Expense	232-610-53626	\$ 82,626.78	\$ 100,000.00	\$ 81,370.00	\$ 100,000.00
Road Maintenance & Repair	232-610-53720	\$ 1,549,365.97	\$ 1,400,000.00	\$ 1,175,130.00	\$ 1,737,000.00
Buildings & Building Improvements	232-610-54700	\$ -	\$ -	\$ -	\$ 1,000,000.00
Equipment	232-610-54750	\$ 243,737.00	\$ 315,000.00	\$ -	\$ 215,000.00
Total Expense		\$ 3,132,794.19	\$ 3,277,203.01	\$ 2,699,695.20	\$ 4,554,612.70

<u>Bridge Fund</u>					
CART	233-43354	\$ -	\$ -	\$ -	\$ -
Miscellaneous Grants	233-43411	\$ 724,427.44	\$ 162,500.00	\$ -	\$ -
Bridge Replacement	233-43431	\$ 14,784.23	\$ -	\$ -	\$ -
Interest	233-46611	\$ 89,645.70	\$ 90,000.00	\$ 52,825.00	\$ 63,000.00
Expense Reimbursement	233-48102	\$ 143,586.58	\$ -	\$ 16,995.92	\$ -
Transfer In - CART	233-49295	\$ 369,518.30	\$ 350,000.00	\$ 252,880.00	\$ 388,500.00
Transfer In - CART Interest	233-49296	\$ 12,892.52	\$ 10,000.00	\$ 10,940.00	\$ 11,000.00
Total Revenue		\$ 1,354,854.77	\$ 612,500.00	\$ 333,640.92	\$ 462,500.00
Road Study	233-610-52330	\$ -	\$ -	\$ -	\$ -
Road Signs	233-610-53613	\$ -	\$ -	\$ -	\$ -
Bridge Construction & Maintenance	233-610-53720	\$ 1,770,311.89	\$ 110,500.00	\$ 57,960.00	\$ 773,996.00
Total Expense		\$ 1,770,311.89	\$ 110,500.00	\$ 57,960.00	\$ 773,996.00
<u>Road & Bridge Capital Requests</u>					
Interest	235-46611	\$ 323,354.28	\$ 115,000.00	\$ 337,865.00	\$ 350,000.00
Transfer In - General Fund	235-49101	\$ 7,501,575.00	\$ -	\$ -	\$ -
Transfer In - Road Sales Tax	235-49290	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Total Revenue		\$ 8,324,929.28	\$ 615,000.00	\$ 837,865.00	\$ 850,000.00
Project Expenditures	235-610-53720	\$ 382,105.27	\$ 9,500,000.00	\$ 4,919,825.00	\$ 7,121,775.00
Disbursements-Local Cost Share	235-800-59504	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Total Expense		\$ 382,105.27	\$ 9,525,000.00	\$ 4,919,825.00	\$ 7,146,775.00

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-9901(885)
Award Year: SFY 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Christian, Missouri (hereinafter, County).

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

WHEREAS, the County desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the County. The improvement contemplated by this Agreement and designated as Project STBG-9901(885) involves:

Operational improvements and Nicholas and Tracker Road intersection.

The County shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-9901(885) by the Commission is within the county limits of Christian County, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as

follows:

Intersection of Nicholas and Tracker Road.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the County shall correspond to its geographical area as encompassed by the urban boundaries of the County as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The County shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The County shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes, and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the County in accordance with the Federal Special Bridge Program, as set forth in 23 USC §144, and applicable amendments or regulations promulgated thereunder.

(7) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, the County shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the County shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

(A) The County is required or will require any contractor procured by the County to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the County will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the County and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation (USDOT) Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the

County" is to be substituted. The County agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-9901(885) or contemplated by this Agreement.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the County as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by County. Any costs incurred by County prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80% percent** not to exceed **\$944,000**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the County under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the County to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which County obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the County prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The County shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-9901(885) will involve work on the state's right of way, the County will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the County of any required goals for participation by DBEs to be included in the County's proposal for the work to be performed. The County shall submit for Commission approval a DBE goal or plan. The County shall comply with the plan or goal that is approved by the Commission and all requirements of Title 49 Code of Federal Regulations (CFR) Part 26, as amended.

(18) NOTICE TO BIDDERS: The County shall notify the prospective bidders that DBEs shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The County may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The County shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The County further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the County, through the Commission, any monies due. The County shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the County expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an

independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the County expend(s) less than one million dollars (\$1,000,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The County shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's **Southwest District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Miranda Beadles. P.E.
mbeadles@christiancountymo.gov
417-582-4389

(B) To the Commission:
Stacy Reese, P.E.
stacy.reese@modot.mo.gov
417-942-7804

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the County agrees as follows:

(A) Civil Rights Statutes: The County 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 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, et seq.). In addition, if the County 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) Administrative Rules: The County shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The County shall not discriminate on grounds of the race, color, religion, 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. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The County 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 Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions.

Where any information required of the County is in the exclusive possession of another who fails or refuses to furnish this information, the County shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the County fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the County complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The County will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The County and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The County shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The County shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this _____.

Executed by the Commission this _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COUNTY

By _____

Title: _____

Lynn Morris, Presiding Commissioner

By _____

ATTEST:

Johnny Williams, Western Commissioner

Secretary to the Commission

By _____

Bradley A. Jackson, Eastern Commissioner

Approved as to Form:

ATTEST:

Commission Counsel

By _____

Paula Brumfield, 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.

By _____

Amy Dent, Christian County Auditor

Approved as to Form:

By _____

N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 471-866-1752

Exhibit A - Location of Project

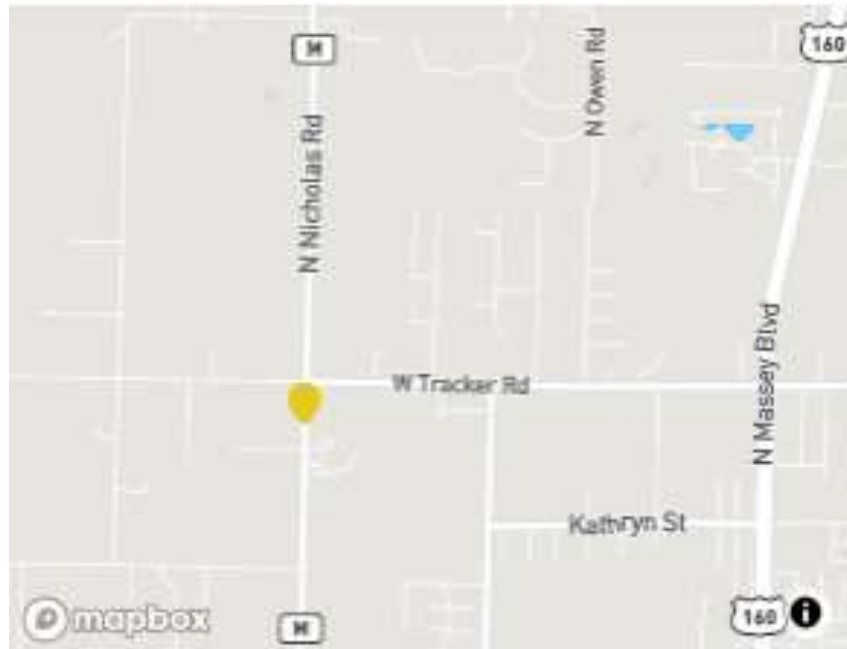


Exhibit B – Project Schedule

Project Description: Operational improvements at Nicholas and Tracker Intersection.

Task	Date
Date funding is made available or allocated to recipient	01/30/2026
Solicitation for Professional Engineering Services	04/30/2026
Engineering Services Contract Approved	06/26/2026
Preliminary and Right-of-Way Plans Submittal	01/29/2027
Plans, Specifications & Estimate (PS&E) Submittal	04/30/2027
Plans, Specifications & Estimate (PS&E) Approval	06/30/2027
Advertisement for Letting	08/31/2027
Bid Opening	09/30/2027
Construction Contract Award	10/29/2027

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

Federal-Aid Construction Contracts

To be added prior to agreement execution



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 the 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 for 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 is 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 from, 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, are 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 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 is 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 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 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 (SME)*. 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*. This 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 provided 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

(50.753 RSMo). The county commission of any county may by order of the commission appoint some suitable person to the position of county purchasing agent. The purchasing agent shall serve at the pleasure of the county commission, and at such compensation as is determined by the commission. The county commission may appoint assistants for the purchasing agent and may fix their compensation.

Purchasing Agent to Investigate need for Supplies requested by Officers.

(50.755 RSMo). All county officers, officials or employees shall make known to the county purchasing agent, if one is appointed as herein provided, any and all requirements that may exist for the purchase of any and all articles needed for the proper conduct or duties of their office or position, and it shall be the duty of such purchasing agent, under the direction of the county commission, to investigate and determine if such article or articles are necessary and actually required for the proper conduct of the official business of the county.

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.

Electronic Bidding

Effective May 2023, Christian County went to an online electronic bidding system platform. All bidding over **twelve thousand dollars** should be through the new online electronic bidding portal located on the County Commission Purchasing website unless the Purchasing Agent deems there is an exception.

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. Christian County's electronic bidding portal shall be used unless the Purchasing Agent deems an exception to be warranted. The Purchasing Agent will document the exception.
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 the 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's 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 the 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. The online bidding portal provides bidders to rescind their bid, before the unsealing of the bid. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a mistake of fact may be permitted to withdraw its bid if:
 - a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

- b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
- 5. *Receipt of Invitation to Bid.* Utilizing the e-bidding portal, all vendors will submit their 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.
 - a. In rare circumstances when a paper bid is accepted. 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 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 is established to evaluate 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. It may conduct screening interviews or conferences in person, by telephone, by video conference to make a short list of Proposers with whom contract negotiations may be performed.
10. *Discussion.* After evaluation and ranking, the Administrative Authority and Purchasing Agent may begin contract discussion with the top-ranking firm (lowest price and best value). The discussions could consist of Exceptions taken in the contract, milestones, deliverables, anything that the county feels should be finalized in writing before an award is made. The County Attorney may be consulted when Exceptions are taken. Note: It is important not to change the scope of the project with these discussions.
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 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 communicated 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 to permit disclosure of the contents of any proposal to competing offerors 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 concerning such factors as cost, quality of work, and ability to meet schedules.
 - e. *Proposal.* The Consultant's proposal for doing the work, including a description of included and excluded services, by 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 can shorten the minimum time the proposal is left open, with an opening date of ten (10) days from the 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. \$12,000 is a cumulative dollar amount for any one firm or corporation.

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 and phone quotes are an acceptable form of documentation.

When an online quote cannot be obtained, a phone quote will be acceptable. For a phone quote the department should enter the following information into Tyler Incode 10:

- Date/time of phone call
- Name of county employee requesting the quote.
- Company name
- Company representative's name spoken to
- Estimated price quoted
- Shipping/Handling (if applicable)
- Delivery Date estimated (if applicable)

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) (50.660 RSMo) without a contract.

When a purchase is requested of \$12,000 or more (during any period of ninety days) and a contract is not in place, a competitive sealed bid will be issued. The Purchasing Agent will make the decision on which solicitation method to use. The department will provide the specifications of the item requested for purchasing.

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 New Motor Vehicles

When purchasing new passenger motor vehicles for the county, the purchasing agent will review the State of Missouri contract for new vehicles and follow the procurement guidelines of said contract. If a vehicle is unable to be procured using the State of Missouri contract, the Purchasing Agent may review other cooperative agreements or solicit a bid from the local dealership, provided they offer the make and model of the brand requested by the department. The dealership should match the state bid price within 1%. If there are no vehicles that are requested available locally, a sealed competitive bid will be issued. The lowest and best offer will be recommended by the purchasing agent and brought before the Commissioners for review and award.

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 therefore 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.

Credit Cards

Issuance. Authorized employees may check out County issued credit cards from the Purchasing Agent after the employee and their Elected Official have signed the Credit Card Policy Acknowledgement and Authorization form (original must be given to the Human Resources Department). The County credit cards are for business expenses only and will only be released with an approved purchase order. Personal charges or cash advances of any kind on the company credit cards are not allowed for any reason. Only purchases with approved requisitions may be made. Authorized employees are responsible for the credit card's protection while in their possession. Employees using the credit card are responsible for safeguarding the account number and posting any card information is strictly prohibited. The Christian County Purchasing Agent should be notified immediately if the card is lost or stolen. All credit card purchases must have receipts detailing the goods or services purchased, cost, date of the purchase and the official business explanation thereof. Receipts must be provided for all purchases made. Said receipts/documentation will need the approved requisition number written on the top of each. Receipts/documentation must be submitted within 7 days of purchase to reconcile against the monthly credit card statement.

Unauthorized use. Any employee that engages in an unauthorized or improper use of a County credit card will be subject to disciplinary measures, up to and including termination, and may be subject to civil/criminal prosecution consistent with applicable laws. The employee found to have inappropriately used the credit card will be required to reimburse Christian County for all costs associated with such improper use.

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, Christian County Counselor, and Christian County Auditor. Christian County Auditor will inform the Department of Justice.

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 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.

Unauthorized Employee Purchase

Unauthorized purchases are those purchases that take place **without prior departmental or elected official approval**, and county-approved purchase order in place. The purchased item or service may not be inappropriate, but the selected purchasing method was inappropriate, against county policy, and unauthorized.

Examples of unauthorized purchases include:

- employee purchasing a new computer for their office on a personal credit card.
- supplier doing repair work for a department without having an official purchase order established first.
- employee using the county credit card without securing the appropriate approvals first
- negotiating a sale on behalf of the county without permission

Acquisition of products or services on behalf of the county requires **appropriate review and approval(s) BEFORE the purchase is made.**

An employee that makes an unauthorized purchase on behalf of the county may be disciplined and/or terminated.

“Free” and “At No Cost” Items

Christian County employees shall not receive “free” or “at no cost” goods, if any purchase is **required** to qualify for a free item, merchandise, or service. 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 local, state, or federal law.

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 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 therefore.

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 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 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.). The Purchasing Department manages surplus disposal under the County Commission's direction. 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 the type and make of the 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 on or auctioned.
3. County Property Disposal:
 - a. The Purchasing Agent or their designee will submit a list of surplus property to all County departments before the sale of that property. All County departments can 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 of 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 with a sealed bid.
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.

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COUNTY OF CHRISTIAN



State of Missouri

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 supplies and services entered into by the County after the effective date of this Policy, unless the parties agree in writing to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by all Administrative Authorities, irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law.

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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 invitations to bids, requests for proposals, contracts, and coordinate 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 for 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 is 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 from, correction, or modification of a document or contract.
4. *Architect-Engineer and Land Surveying Services*. Those professional services within the scope of the scope of the practice of architecture, professional engineering, or land surveying as defined by the laws of the State of Missouri, Section 8.285 RSMo.
5. *Blanket Order*. An agreement to purchase goods from a specific supplier over a defined period of time, up to a maximum dollar amount. A blanket order generally includes established prices, terms, and conditions for a defined period of time, although without specifying quantities. It may also be used for service and/or maintenance of vehicles for the County.
6. *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.
7. *Brand Name or Equivalent*. One or more manufacturers' brand names, with identifying model numbers, are used in a specification to invoke certain quality, performance, and other salient characteristics needed to meet the solicitation requirements.
8. *Business*. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
9. *Change Order*. A written modification or amendment to a contract/~~purchase order~~. Used for implementing changes in the scope, fee, or duration of the work agreed to by the County 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 from the County and the contractor, as well as a description of the change.~~ Change orders, with documentation, are requested by the department/office fiduciary authority to the purchasing department. The purchasing

department reviews accuracy and justification for change orders. The Audit department reviews and/or approves all change orders for budgetary compliance. For change orders over \$25,000, see *Purchase Change Order \$25,000 and above – Capital Improvement Project*.

10. *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) is accomplished by mutual action of the parties to the contract.
11. *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.
12. *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.
13. *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.
14. *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. 2. Provides or arranges for construction services on a public works project under contract to a public entity for a governmental purpose.
15. *eProcurement (Electronic Procurement)*. The handling of purchasing process tasks, such as requisitioning, sourcing, and purchasing goods and services electronically via the internet.
16. *Equivalent or Approved Equivalent*. Corresponding or virtually identical, particularly in function or effect, and able to be used for the same purpose.
17. *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.
18. *Invitation to Bid (ITB)*. A procurement method used to solicit competitive sealed bid responses is sometimes called a formal bid, when price is the basis for award.
19. *Lowest Responsive and Responsible Bidder*. The Bidder who fully complied with all 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.
20. *Missouri Sales Tax Exemption Certificate*: A document that allows a business, organization, or individual to purchase items or services that are ordinarily taxable without paying sales tax. The buyer provides a valid certificate to the seller, who is then not required to collect the tax on that specific transaction.

21. **Person.** Any business, individual, union, committee, club, other organization, or group of individuals.
22. **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.
23. **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.
24. **Public Agency.** A public entity subject to or created by the County.
25. **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.
26. **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.
27. **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.*
28. **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 the award should be based on the quotation that best meets price, quality, **lead time**, 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.
29. **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. It may be a single-step or multi-step process.

30. **Responsible Bidder/Proposer/Offeror.** A supplier with integrity and reliability, as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.
31. **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.
32. **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.
33. **Sole Source or Single Feasible Source.** A non-competitive method of procurement is 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.
34. **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.
35. **Subject Matter Experts (SME).** 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
36. **Surplus.** This 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
37. **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.
38. **Technical specifications.** A subset of descriptions that establishes the material and operating requirements of commodities.
39. **Terms and Conditions.** A legally binding contract between a service/good provider and its users, outlining the rules, rights, and responsibilities of both parties. Annually, the Purchasing Agent and County Counselor will review Christian County's terms and conditions and revise as needed. See the Christian County Terms and Conditions document for updates.

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 provided 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.

Authority, Duties, and Delegation

(50.753 RSMo). The County Commission of any county may, by order of the commission, appoint some suitable person to the position of county Purchasing Agent. The purchasing agent shall serve at the pleasure of the county commission and at such compensation as is determined by the commission. The county commission may appoint assistants for the purchasing agent and may fix their compensation.

Purchasing Agent to Investigate need for Supplies requested by Officers.

(50.755 RSMo). All county officers, officials or employees shall make known to the county purchasing agent, if one is appointed as herein provided, any and all requirements that may exist for the purchase of any and all articles needed for the proper conduct or duties of their office or position, and it shall be the duty of such purchasing agent, under the direction of the county commission, to investigate and determine if such article or articles are necessary and actually required for the proper conduct of the official business of the county.

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.

Electronic Bidding

Effective May 2023, Christian County moved to an online electronic bidding system platform. All bidding over **twelve thousand dollars** should be completed through the online electronic bidding portal on the County Commission Purchasing website, unless the Purchasing Agent deems an exception.

Electronic bidding consists of bid documents, which include, but are not limited to, specifications, technical requirements, insurance requirements, and required affidavits (E-Verify and Anti-Discrimination Against Israel).

Time Clock

The County's Online Sourcing Application displays the time remaining for each event. This is the County's Official Time remaining for the sourcing event. No other time clock, regardless of reputation, will be considered.

The time remaining is displayed within the user's browser. User acknowledges that various internet browsers may not accurately display the time remaining on the screen. Due to various browser and operating system configurations, some internet browsers may display the time remaining several seconds behind the actual time. User also acknowledges that internet connection speeds and operating systems may also affect the time remaining displayed.

The County's Online Sourcing Application allows users to view the remaining time in their native time zone. It is the users' responsibility to correctly set the proper Time Zone Setting for user's company and website users.

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. Christian County's electronic bidding portal shall be used unless the Purchasing Agent deems an exception to be warranted. The Purchasing Agent will document the exception.
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 the 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's 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 the 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. The online bidding portal provides bidders to rescind their bid, before the unsealing of the bid. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a mistake of fact may be permitted to withdraw its bid if:
 - a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 - b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
 5. *Receipt of Invitation to Bid (e-bidding).* Using the e-bidding portal, all vendors will submit their bids on time, per the closing bid time in the portal. The e-bidding portal will date the bids internally and can be verified by the portal's reporting system.
 6. *Receipt of Invitation to Bid (paper bid).* If the Purchasing Agent deems that there is an exception for a paper bid. Upon receipt of the paper Invitation to Bid, the employee accepting the unopened, sealed bid will date-stamp and initial the front of the bid, then give it to the Purchasing Agent. The Purchasing Agent will maintain the sealed bids in a secure location until the designated opening date and time. No Invitation to Bid proposal shall be handled 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.
- 6.285.1 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. For Request for Proposals, only the names of the bidders will be announced.

7. *Online Bid System Unavailable.* If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County; the time of day for submission shall remain the same.

8. *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, lead time, 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.

9. *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 Purchasing Agent 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 solicitation 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 negotiating 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, **Lead Time**, 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 is established to evaluate 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.
10. **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. It may conduct screening interviews or conferences in person, by telephone, by video conference to make a short list of Proposers with whom contract negotiations may be performed.
11. **Discussion.** After evaluation and ranking, the Administrative Authority and Purchasing Agent may begin contract discussion with the top-ranking firm (lowest price and best value). The discussions could consist of Exceptions taken in the contract, milestones, deliverables, or anything that the county feels should be finalized in writing before an award is made. The County Attorney may be consulted when Exceptions are taken. Note: It is important not to change the scope of the project with these discussions.
12. **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.
13. **Award.** Once the Commission has approved the recommendation of the Purchasing Agent/Administrative Authority, the contract shall be awarded with reasonable promptness, and the awarded bidder shall be notified in writing.
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 issued by the purchasing department to obtain statements of qualifications from 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 for 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 solicitation or other information of general public interest. For solicitations over twelve thousand dollars, the County will issue a public notice on the County's Bidding/Proposal Opportunities website and communicate via other general news media such as newspapers or trade journals. The public notice shall state to register and view the bid go to and provide the link for submission, place, date, and time of bid opening. When time is of the essence, the Purchasing Agent has discretion to shorten the minimum time the proposal remains open, with an opening date of twenty one (21) days from the time of issue.
4. **Solicitation Time.** Except as provided under emergency procedures, the minimum time for the bid opening date shall be not less than 10 calendar days after posting the solicitation on the Purchasing bid portal. When special requirements or conditions exist, at the Purchasing Agent's discretion, the bid time may be lengthened or shortened, but in no case shall the time cycle be shortened to reduce competition. Proposal preparation time for formal RFPs shall be set to allow potential bidders at least 30 calendar days to prepare and submit their proposals. However, when special requirements or conditions exist, the Purchasing Agent may shorten his time, but in no case shall the time be shortened to reduce competition.
5. **Receipt of Proposals.** Request for Qualification proposals are not open to the public 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 (a county employee or a person deemed authorized by the Purchasing Agent). The name of each bidder and such other relevant information as the Purchasing Agent deems appropriate shall be recorded. (610.021 RSMo) 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. No proposals shall be handled to permit disclosure of the contents of any proposal to competing offerors during the Evaluation Committee's review.

6. **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 a 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. Christian County follows the Missouri Department of Commerce and Insurance guidelines. The guidelines are published every year with an update on the increase or decrease in sovereign immunity caps: <https://insurance.mo.gov/industry-limits-and-caps/sovereign-immunity-limits>
7. **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.
8. **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.

9. *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.
10. *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.
11. *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 concerning such factors as cost, quality of work, and ability to meet schedules.
 - e. *Proposal.* The Consultant's proposal for doing the work, including a description of included and excluded services, by 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 can shorten the minimum time the proposal is left open, with an opening date of ten (10) days from the 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, prepare a purchase requisition and submit it 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~~ \$50,000, however, the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than ~~\$70,000.00~~ \$50,000. 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, lead time, 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. \$12,000 is a cumulative dollar amount for any one firm or corporation.

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, **lead time**, 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.

Sensitive Information. Do not attach backup documentation to a requisition in the ERP system (Tyler Incode 10) that contains sensitive or personally identifiable information, such as social security numbers, credit or debit card numbers, passport numbers, State-issued ID numbers, Bank or financial account numbers, protected health information, or documents protected by the attorney-client privilege.

Phone Quote

When an online quote **cannot** be obtained, a phone quote is acceptable. For a phone quote, the department should enter the information into the ERP system (Tyler Incode 10):

- Date/time of phone call
- Name of county employee requesting the quote
- Company name
- Company representative’s name spoken to
- Estimated price quoted
- Shipping/Handling (if applicable)
- **Lead time (if applicable)**
- Delivery Date estimated (if applicable)

At any time, the Purchasing Agent may be contacted to consider extenuating circumstances that allow them to waive this requirement, per the authority assigned in this policy manual by the Christian County Commission. These circumstances shall be documented by the Purchasing Agent.

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 do 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.***

Maintenance Department “preapproval” for as-needed items under \$500.

The Maintenance Department, by authority of the Commission, has been granted preapproval purchase authority of up to \$500 per incident to purchase from specific vendors. This is for general maintenance and routine upkeep. A list of vendors will be submitted to the Commission periodically for approval and used on an “as needed” basis. The names of the preapproved vendors will be noted in the Commission minutes. This is to be used on an as-needed basis when urgency is required. The Maintenance supervisor will issue a requisition for the purchase as soon as possible after the purchase has been made.

Purchase \$12,000 and above (during any period of ninety days) (50.660 RSMo) without a contract.

When a purchase is requested of \$12,000 or more (during any period of ninety days) and a contract is not in place, a competitive sealed bid will be issued. The Purchasing Agent will decide which solicitation method to use. The department will provide the specifications of the item requested for purchasing.

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~~) (8.250.3 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 pre-established criteria.

Purchase Change Order \$25,000 and above – Capital Improvement Projects

All capital improvement projects with an individual change order exceeding twenty-five thousand dollars will be documented by the department requesting the change order, using the change order form. The auditor must approve the funding. The Purchasing Agent will review the change order and present it to the Commission for approval.

Purchasing New Motor Vehicles

When purchasing new passenger motor vehicles for the county, the purchasing agent will review the State of Missouri contract for new vehicles and follow the procurement guidelines of said contract.

If a vehicle cannot be procured under the State of Missouri contract, the Purchasing Agent may review other cooperative agreements or solicit bids from local dealerships, provided they offer the make and model requested by the department. ~~The dealerships should match the state bid price within 1%.~~

If no vehicles requested are available locally, a sealed competitive bid will be issued. The lowest and best offer will be recommended by the purchasing agent and brought before the Commissioners for review and potential award.

Blanket Purchase Orders.

An agreement to purchase goods/services from a specific supplier over a defined period of time, up to a maximum dollar amount. A blanket order generally includes established prices, terms, and conditions for a defined period, without specifying quantities. Shipments are to be made when and as required by the purchaser, which, in certain cases, may be the end user.

A long-term agreement between a buyer and a supplier for recurring purchases over a set period (month, quarter, or year), for example, vehicle leases.

An agreement to provide services, for example, maintenance of County vehicles, with a not-to-exceed limit.

Purchasing Agent Duties – Bids Rejected when (50.757 RSMo)

The Purchasing Agent may request any and all bids for the sale of articles and supplies for the County's use.

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, therefore, 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 businesses 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.

Reports

PO Aging:

A purchase order (PO) Aging report lists open purchase orders and their age to help track delayed or overdue orders that haven't been received or invoiced. Periodically, the Purchasing Department will issue this report for office/departmental review and follow-up.

Contract:

A Contract report is an internal document that records the details of a contract between the supplier and the County. This report should include the office/department name, contract number, contract description, start date, and end date, for goods and services only. Periodically, the Purchasing Department will issue this report for office/departmental review and follow-up.

Credit Cards

Issuance. Authorized employees may check out County-issued credit cards from the Purchasing Agent after the employee and their Elected Official have signed the Credit Card Policy Acknowledgment and Authorization form (original must be given to the Human Resources Department). The County credit cards are for business expenses only and will only be released with an approved purchase order. Personal charges or cash advances of any kind on the company credit cards are not allowed for any reason. Only purchases with approved requisitions may be made. Authorized employees are responsible for the protection of the credit card while in their possession. Employees using the credit card are responsible for safeguarding the account number, and posting any card information is strictly prohibited. The Christian County Purchasing Agent should be notified immediately if the card is lost or stolen. All credit card purchases must have receipts detailing the goods or services purchased, cost, date of the purchase and the official business explanation thereof. Receipts must be provided for all purchases made. Said receipts/documentation will need the approved requisition number written on the top of each. Receipts/documentation must be submitted within 7 days of purchase to reconcile against the monthly credit card statement. Purchases made should be made with the Missouri Sales Tax Exemption Certificate, and the vendor should be notified as such before the transaction occurs. Employees charged with sales tax may be required to reimburse the County.

Unauthorized use. Any employee who engages in an unauthorized or improper use of a County credit card will be subject to disciplinary measures, up to and including termination, and may be subject to civil/criminal prosecution consistent with applicable laws. The employee found to have inappropriately used the credit card will be required to reimburse Christian County for all costs associated with such improper use.

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 the 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, Christian County Counselor, and Christian County Auditor. The Christian County Auditor will inform the Department of Justice.

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 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, **lead time**, 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 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 that Christian County is registered with or maintains membership in 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:

- General Services Administration (GSA)
- Mid-Missouri Public Purchasing Cooperative (MACPP)
- Missouri Department of Transportation (MoDOT)
- NASPO Value Point (naspo.org)
- National Association of Counties (NACO)
- National Institute of Governmental Purchasing (NIGP)
- National Intergovernmental Purchasing Alliance Co (nationalipa.org)
- **OMNIA Partners (OMNIA)**
- **Sourcewell (sourcewell-mn.gov)**
- State of Missouri Cooperative Purchasing (Office of Administration) (oa.mo.gov/purchasing)
- U.S. Communities Cooperative Purchasing (uscommunities.org)
- TIPS-USA (TIPS)

Department/Office requisitioner will enter the cooperative contract number to be reflected on the purchase order.

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 violates 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 violated 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 outlined 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 that are in existence on the effective date of this Policy shall not be impaired.

Unauthorized Employee Purchase

Unauthorized purchases are those made without prior departmental or elected official approval and without a county-approved purchase order in place. The purchased item or service may not be inappropriate, but the selected purchasing method was inappropriate, against county policy, and unauthorized.

Examples of unauthorized purchases include:

- employee purchasing a new computer for their office on a personal credit card.
- supplier doing repair work for a department without having an official purchase order established first.
- employee using the county credit card without securing the appropriate approvals first
- negotiating a sale on behalf of the county without permission

Acquisition of products or services on behalf of the county requires **appropriate review and approval(s) BEFORE the purchase is made.**

An employee who makes an unauthorized purchase on behalf of the county may be disciplined and/or terminated.

“Free” and “At No Cost” Items

Christian County employees shall not receive “free” or “at no cost” goods, if any purchase is **required** to qualify for a free item, merchandise, or service. 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 local, state, or federal law.

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 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, therefore.

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 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 that a vendor sign a Non-Disclosure Agreement when confidential information is required for review for the 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 the Christian County employee and the non-employee.
2. *Recovery of Kickbacks by the County.* Upon 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 be recovered from the subcontractor that makes 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.). The Purchasing Department manages surplus disposal under the County Commission's direction. 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 that 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 the type and make of the 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 on or auctioned.
3. County Property Disposal:
 - a. The Purchasing Agent or their designee will submit a list of surplus property to all County departments before the sale of that property. All County departments can 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 of 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 (such as GovDeals or PurpleWave) 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 spouses may bid on surplus property at the public auction with a sealed bid, and/or **online using the third-party surplus auction vendor, when applicable.**
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.

CHANGE ORDER FORM SAMPLE
(Over \$25,000 – Capital Improvement Project)

New Change Order Form	
Office / Dept:	<input type="text" value="Select..."/>
Vendor:	<input type="text"/>
Contract / PO Type:	<input type="checkbox"/> Single Project <input type="checkbox"/> Blanket Order
Change Order #:	<input type="text"/>
Contract/PO #:	<input type="text"/>
Contract/PO Name:	<input type="text"/>
Original PO Amount:	<input type="text"/>
Total of all Previous Change Order Amounts:	<input type="text"/>
This Change Order Amount:	<input type="text"/>
Description of Change:	<div style="border: 1px solid black; height: 40px;"></div> <small>* Attach additional documentation below.</small>
Reason for Change:	<div style="border: 1px solid black; height: 40px;"></div> <small>* Attach additional documentation below.</small>
Basis for this Contract Price Change:	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Unit Price <input type="checkbox"/> Cost Plus
Alteration of Scope?	<input type="radio"/> Yes <input type="radio"/> No <small>* If yes, explain:</small> <div style="border: 1px solid black; height: 40px;"></div>
Timeline Modification?	<input type="radio"/> Yes <input type="radio"/> No <small>* If yes, explain:</small> <div style="border: 1px solid black; height: 40px;"></div>
Work In-Progress or Completed?	<input type="radio"/> Yes <input type="radio"/> No <small>* If yes, explain:</small> <div style="border: 1px solid black; height: 40px;"></div>
PDF File Attachment 1 (optional):	<input type="button" value="Choose File"/> No file chosen <input type="text" value="File Description"/>
PDF File Attachment 2 (optional):	<input type="button" value="Choose File"/> No file chosen <input type="text" value="File Description"/>
PDF File Attachment 3 (optional):	<input type="button" value="Choose File"/> No file chosen <input type="text" value="File Description"/>
PDF File Attachment 4 (optional):	<input type="button" value="Choose File"/> No file chosen <input type="text" value="File Description"/>
PDF File Attachment 5 (optional):	<input type="button" value="Choose File"/> No file chosen <input type="text" value="File Description"/>
<small>(1) Reference RSMo 432.070 (see below)</small> <small>RSMo 432.070. No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same shall be within the scope of its powers or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing.</small>	

SINGLE FEASIBLE SOURCE FORM SAMPLE

SINGLE FEASIBLE SOURCE PURCHASE

Pursuant to 50.783 R5Mo 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.

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 the supplies are needed or

(3) Supplies are available at a discount from a single distributor for a limited period of time.

Originating Office/Department:

Vendor Name:

Product Description:

Reason for Single Feasible Source: (attach quote)

Cost: \$

Elected Official/Department Head: _____ Date: _____

Purchasing Agent Approval: _____ Date: _____

Posted online (date): _____

Published in newspaper (dates): _____

Commission Approval: _____ Date: _____

Entered into Commission Minutes (date): _____

Rev. 12/25

SINGLE FEASIBLE SOURCE PURCHASE

50.783. Waiver of competitive bid requirements, when — rescission of waiver, when — single feasible source purchases — exception for Boone and Greene counties.

— 1. The county commission may waive the requirement of competitive bids or proposals for supplies when the commission has determined in writing and entered into the commission minutes that there is only a single feasible source for the supplies. Immediately upon discovering that other feasible sources exist, the commission shall rescind the waiver and proceed to procure the supplies through the competitive processes as described in this chapter. A single feasible source exists when:

(1) Supplies are proprietary and only available from the manufacturer or a single distributor; or

(2) Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or

(3) Supplies are available at a discount from a single distributor for a limited period of time.

2. On any single feasible source purchase where the estimated expenditure is three thousand dollars or over, the commission shall post notice of the proposed purchase. Where the estimated expenditure is five thousand dollars or over, the commission shall also 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.

3. Notwithstanding subsection 2 of this section to the contrary, on any single feasible service purchase by any county of the first classification with more than one hundred fifty thousand but fewer than two hundred thousand inhabitants or any county of the first classification with more than two hundred sixty thousand but fewer than three hundred thousand inhabitants where the estimated expenditure is six thousand dollars or over, the commission shall post notice of the proposed purchase and advertise the commission's intent to make such purchase in at least one daily and one weekly newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors and may provide such information through an electronic medium available to the general public at least ten days before the contract is to be let.

EMERGENCY PROCUREMENT FORM SAMPLE

EMERGENCY PROCUREMENT FORM

Christian County Emergency Procurement Policy: Notwithstanding any other provisions of this Policy, and by direction of the Presiding Commissioner, 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. A written documentation of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

REQUEST FOR EMERGENCY PROCUREMENT

Elected Official/Department Head: _____ Date: _____

Originating Office/Department: _____

Vendor Name: _____

Product Description: _____

Reason for Emergency: (attach quote) see next page for detailed explanation

Cost: \$ _____

Elected Official/Department Head: _____ Date: _____

Purchasing Agent Approval: _____ Date: _____

Expiration Date: _____ Time Purchase (Circle) _____

Brought before the Commission for approval (date): _____

Presiding Commissioner: _____ Date: _____

Noted in Commission Minutes: _____ Date: _____

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the County Commission.

Rev. 12/25

EMERGENCY PROCUREMENT FORM

Please describe the reason for the emergency procurement request related to a threat to public health, welfare, or safety.

Describe the anticipated consequences of not procuring immediately. This was a health, safety, and welfare issue.

Describe and attach any quotes received (every attempt should be made for competition)

Is this a one-time purchase? Yes or No (Circle One)

If not, detail the anticipated future purchases with anticipated acquisition dates.

NIGP Institute of Governmental Purchasing

NIGP: The Institute of Governmental Purchasing is a nonprofit organization established in 1944 that focuses on the education and development of procurement professionals in the public sector. It aims to strive for the highest standards of procurement and promotes best practices.

NIGP 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)

- 8.250.3 Contracts for projects by state or certain subdivisions, bidding required, when – prohibition against dividing project into component parts
- 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
- 49.430 Bond of contractor
- 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 (As relates to Fixed Asset Inventory)

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

107.170 Bond-public works contractor-definitions-amount of bond-defense of employees from suit, exceptions-nongovernmental services, bond not required-bond precludes filing of mechanic’s lien

109.180 Public records open to inspection

290.230 Prevailing Wage Rates Required on Construction of Public Works

610.021 Closed meetings and closed records authorized when, exceptions

610.026 Fees for copying public records, limitations – fee money remitted to whom – tax, license or fee as used in Missouri Constitution Article X, Section 22, not to include copying fees

CHRISTIAN COUNTY PURCHASING:

Kim Hopkins-Will – Purchasing Manager

Janeen Milner – Purchasing Assistant

CHRISTIAN COUNTY COMMISSION

Lynn Morris – Presiding Commissioner:

Bradley Jackson – Eastern Commissioner

Johnny Williams – Western Commissioner



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

December 18, 2025

Re: Approval of Christian County Purchasing Policy Handbook 2026

The Christian County Commission voted in session today to approve the revised Christian County Purchasing Policy Handbook 2026, as presented by Purchasing Manager Kim Hopkins-Will.

Johnny Williams
Western Commissioner

Date: _____

Lynn Morris
Presiding Commissioner

Date: _____

Bradley A. Jackson
Eastern Commissioner

Date: _____



SUBMITTED BY:

Keefe Commissary Network, LLC
Charter Number: LC0029884

SOLICITATION NO.:

RFP #2024-16
Inmate Commissary Services

DUE DATE:

November 20, 2024

Keefe Commissary Network, LLC
13870 Corporate Woods Trail
Bridgeton, MO 63044
800-831-6939
Kenneth Wright – VP Sales

Christian County Sheriff's Office
110 West Elm, Suite 70
Ozark, Mo 65721

EXECUTIVE SUMMARY

Throughout the country, Keefe Commissary Network (herein “Keefe” or “KCN”) has a vast network of proud and satisfied commissary clients that champion our solution-based philosophy. KCN is the nation’s leading provider of automated commissary management services and technologies to city, county and state correctional facilities nationwide. **KCN currently serves over 930 facilities nationwide, housing just shy of 500,000 inmates.** These numbers include Christian County, where Keefe has been providing commissary services since 2013. Keefe looks forward to continuing this long-standing relationship.

KCN is solely dedicated to commissary services that improve/maintain efficiencies for Christian County. We are also committed to providing exceptional service to the inmate population and their loved ones. We are happy to address any concerns or negotiate any aspect of our proposal, should the need arise.

Keefe has accounted for all aspects of the commissary operation based on the RFP requirements and most importantly our current experience in meeting the needs of Christian County.

Following is a summary of the contents of this proposal:

- Twice weekly off-site bagging of commissary orders - facility staff to distribute orders to the inmates
- Full use of Keefe’s Online Banking & Commissary systems (*transition from the current systems*)
- Keefe’s Edge (housing) Kiosk Application (*accessible via existing 3rd-party video visitation kiosks*)
- Deposit services (phone, web, walk-in)
- 1 Lobby kiosk (*facility responsible for removal of cash*)
- 1 Intake kiosk (*facility responsible for removal of cash*)
- Keefe’s Direct-Debit vending service
- 2 snack vending machines with touchscreens
- Interface with the County’s Jail Management System (Omnigo)
- Secure Debit Release Card service, with 2 handheld scanners
- Keefe to provide its own network

Keefe will provide all equipment, software, technical support, warranties, and necessary training, throughout the term of the contract and subsequent renewals.

Commissary Service Highlights

- **Frequency of Bagged Ordering:** Twice per week
- **Orders Placed Via:** Keefe’s Edge (housing) Kiosk Application (*accessible via existing 3rd party video visitation kiosks*)
- **Order Bagging Location:** Keefe’s Service Center in Bridgeton, Missouri
- **Order Turnaround Time:** One day
- **Orders Distributed to Inmates By:** Facility Staff
- **Vending Machines Stocked by:** Facility Staff

A brief history and background of the company, including but not limited to: ownership, date business started, (including business name changes), mission statement, etc.

Keefe Response: Keefe Commissary Network, LLC, organized in the state of Missouri in 1999, is a wholly owned subsidiary of Keefe Group, LLC. Keefe Group, LLC is also a wholly owned subsidiary of TKC Holdings, Inc.

Keefe's mission statement is "Satisfying Customers with Integrity and Innovation", and its business approach and core competencies, focuses on the following:

- Exceptional customer service
- Fair pricing to the Residents
- Quality technology offerings
- Security-conscious hardware/equipment
- The right products and packaging - Keefe pioneered the use of correctional friendly packaging and employs an in-house Product Development staff dedicated to researching and producing new products specifically for our correctional customers. Clear plastic enclosures, re-sealable pouches with clear windows are the staples of our product offerings. Keefe considers product packaging a top priority and invests heavily in the research and development of new products
- Inventory commitment/distribution network: Average daily inventory of \$109 million, at twenty-one (21) warehouse locations

Background & History

Keefe Group is comprised of six business units, including Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions, and Advanced Technologies Group.

Keefe Supply Company entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. It's the nation's leading provider of food, personal care items, shoes, electronics, and clothing to prison and jail commissaries nationwide. Keefe currently serves over 1,200 federal, state, county, and private facilities across the US. From the beginning, Keefe has pioneered the development of products designed to meet the correctional industry's unique safety and security requirements. Its innovations include flexible pouches which replaced metal cans, clear housing for electronics, and clear packaging of food and personal care items. Today, Keefe Supply Company offers more than 10,250 name-brand and private-label products to the federal, state, and county markets.

Keefe Commissary Network (KCN), organized in 1999, is the nation's leading provider of outsourced commissary management services and technologies to city, county, and state correctional facilities. **KCN serves nearly 500,000 inmates in over 930 facilities**, including ten statewide Departments of Corrections.

Whether it's a shift to a paperless ordering system or completely outsourcing an entire operation, KCN works with each client to design a customized solution for running commissary efficiently and safely. KCN writes and supports its own software and provides its own live 24/7 technical support. Cutting-edge products such as KCN's Edge inmate self-service kiosk, hosted banking and commissary software and Access Corrections deposit service technologies are designed to automate 90% of transaction activities

so staff can effortlessly manage and control the system without getting lost in the details. At the same time, these solutions generate revenue and ultimately create a safer, more secure environment. We place great focus on achieving 100% customer satisfaction, assuring unmatched service and support for our clients.

Access Securepak, established in 1997, offers the most comprehensive custom inmate package program in the correctional industry. Family members and friends can send packages to inmates while eliminating contraband and greatly reducing package processing time. Securepak can customize a program to fit any facility's needs, and it gives its customers several easy and convenient ways to place orders—online, by phone, or with pre-printed order forms. Access Securepak has over 700 individual active programs spanning the entire country and is the inmate package provider to 20 statewide DOCs.

Access Corrections, established in 2007, provides comprehensive, end-to-end money management solutions that help the broad range of corrections audiences (offenders, their loved ones, and the agencies serving those constituents) move and manage money throughout the criminal justice continuum. From arrestee intake to inmate discharge, Access Corrections' automated services provide users easy, convenient, and safe ways to make trust fund deposits, post bail, and make parole, probation, and court-ordered payments. Agencies can expand payment methods, improve collections, reduce cash management risk, and increase productivity. Access Corrections currently processes millions of transactions per year for more than 600 state and county agencies and eighteen state DOCs. Access Corrections is the only one-stop-shop provider able to offer this holistic suite of payment technologies.

Inmate Calling Solutions (ICSolutions), founded in 2002 and acquired by Keefe Group in 2010, is a leading provider of innovative telecommunications products and technologies to the correctional market. The advanced call-processing platform includes unique capabilities, features, and investigative tools that help facilities manage the flow of telephone communication between inmates and their family and friends. A variety of payment plans and calling options, coupled with live customer service agents, translate to more call completions, greater customer satisfaction, and increased revenues for the facilities. ICSolutions currently serves over 350,000 inmates in over 500 correctional facilities and is deployed at the Federal Bureau of Prisons, housing 160,000 inmates, and at eight statewide DOCs. More than half of ICSolutions' employees are engaged in the development or maintenance of our inmate communications technology.

Advanced Technologies Group (ATG), founded in 1991 and acquired by Keefe Group in 2012, is dedicated to developing, implementing, and supporting enterprise software solutions specifically for large state and federal correctional agencies. The company's software solutions are designed to support all aspects of managing offenders throughout the supervision continuum, including pretrial, probation, incarceration, work release, parole, and post release. ATG's Offender Management Suite includes case management, electronic health records, pharmacy administration, trust and restitution accounting, commissary operations, food service, inmate enablement, critical incident reporting and investigation, and intelligence systems. It helps state and federal correctional agencies to operate more efficiently and assists offenders with preparing to reintegrate into society. To date, 15 statewide DOCs and all 126 Federal Bureau of Prisons institutions use ATG software solutions.

A complete narrative of the vendor's assessment of the services to be performed, the vendor's ability and approach (implementation), and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations. Be specific. This should include but is not limited to implementation team, intake team, customer requests, technical requests, customer service/technical support for all equipment, customer issues and software concerns. Note: Christian County requires Technical Support 24/7/365. Please provide toll free/local phone numbers to contact.

Keefe Response:

Services to be performed

Vendor is to provide an off-site bagging of commissary orders, **twice per week**. Facility staff will be responsible for distributing the orders to the inmate population.

In addition to the bagged orders, the commissary service is to be augmented by a vending service (2 machines to be provided by the vendor) utilizing a direct-debit method, with barcode scanning of the inmate ID.

Inmates are to place orders via the existing 3rd-party video visitation kiosks.

Vendor is to provide a banking system to track all inmate financial activity, as well as a commissary system for order entry/processing.

Additional Services/Capabilities being Requested

- Deposit Services for accepting/applying incoming deposits to inmate accounts
- Interface with the county's Jail Management System (Omnigo)
- Debit Release service

Equipment/hardware being Requested:

- 1 Lobby Kiosk
- 1 Intake Kiosk
- 2 Snack Vending Machines
- Equipment needed for Debit-Release service

Toll-Free Number: 800-864-5986

Technical Support will be provided to Christian County through Keefe Group's 24 x 7 x 365 toll free assistance line staffed by Keefe Group Technical Services training personnel located in St. Louis, Missouri.

Phone requests are routed through CISCO Call Manager on a 24 x 7 x 365 basis. Phone requests are placed by dialing 800-864-5986. Phone services are available during business hours, defined as 6 AM – 7 PM Monday through Friday. During business hours, inbound calls are answered by our Tier 1 support team for incident creation and initial troubleshooting or routing of the call to the technician assigned to the open incident. If they are unable to resolve they will assign the incident to a technician in the appropriate support group.

If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and alerts the Tier 1 and other support teams of the voicemail. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred.

Any inbound call outside of business hours will be requested to leave a voicemail for after-hours support. A technician will call back within 30 minutes of a voicemail being left. There is a team of technicians on call 24/7 with manager escalation points. On-Call staff is equipped with equipment in order to support our customers while outside of our central office.

Uptime and Recovery

Keefe consistently provides 99.9% application uptime, 24/7 Help Desk Support for all mission critical issues such as booking, release, commissary purchases etc. Web Servers, Web Services Servers, Database Servers are virtualized and redundant. Routers and Switches are redundant. Our data centers are serviced by ISP primary and backup routes. Service automatically fails-over based on replication at the primary data center.

Expected recovery time in the primary data center is instantaneous. These redundancies are in turn replicated at the secondary data center. In the event of the loss of the primary data center, fail over is to the secondary data center. Keefe tests its DR procedures regularly and achieves MTTR (Mean Time to Recovery) of 4 hours with Recovery Point Objectives less than 5 minutes. Keefe's procedures for re-establishing the primary site are contained in our DR planning documentation, however, such re-establishment of the primary site would necessarily be dependent on the circumstances causing the failover.

Keefe Data Center staff perform server resets for patching and maintenance once per month late PM on a rolling basis across virtualized servers. Maximum down time is less than 40 minutes. Should the Customer's own internet connection fail, Keefe Cloud services will remain available as all services run server-side. Any data not committed at the loss of Customer Internet connectivity may be committed when Customer internet is restored.

Provide a listing of any data or information which the vendor will require in order to undertake the project.

Keefe Response: As the incumbent commissary vendor, providing the exact services and equipment being requested in this RFP, no information will be required to undertake this project. No transition of services would be needed, and it would be business as usual on day one, if Keefe were awarded the contract.

Provide any certifications you may have for the industry standards.

Keefe Response: For nearly 50 years, Keefe has provided commissary services to prisons and jails nationwide, continually meeting the standards set by the American Correctional Association (ACA). KCN currently services over 930 facilities, the majority of which are ACA accredited. The ACA retains the full list of over 1,300 facilities, including Federal, state, local, and private facilities that are accredited.

Keefe supports most State, County, and Regional Corrections related organizations as well as the following national organizations where we are either Corporate Members and/or Sponsors:

- American Correctional Association (ACA)
- American Jail Association (AJA)
- Association of Women Executives in Corrections (AWEC)
- Correctional Leaders Association (CLA), *formerly ASCA*
- National Association of Blacks in Criminal Justice (NABCIJ)

- National Correctional Industry Association (NCIA)
- National Organization of Hispanics in Criminal Justice (NOHCJ)
- National Sheriffs' Association (NSA)
- North American Association of Wardens and Superintendents (NAAWS)
- Southern States Correctional Association (SSCA)

In September of 2022, Keefe Commissary Network, LLC was awarded a cooperative contract with National Association of State Procurement Officials (NASPO) that began on January 1, 2023, and will run through December 31, 2025, with up to three '1-year' renewals. NASPO ValuePoint is the cooperative contracting arm of the NASPO. The State of Nevada Purchasing Division is the Lead State for this contract and Master Agreement.

The contract for Inmate Communications entails the following three categories:

- CATEGORY 2 – Inmate Kiosks and Tablets (with Access Corrections)
- CATEGORY 3 – Inmate Phones
- CATEGORY 4 – Digital Mail --- NON-NASPO award. Nevada contract only

In addition to the Lead State of Nevada, several other states are participating in this contract which include Hawaii, Illinois, Maine, Montana, New Jersey, New Mexico, Utah and Vermont. Other entities may become Participating Entities after award of the Master Agreement.

Provide information on applicable prior projects completed for Christian County Sheriff's Office.

Keefe Response: In addition to the initial install of Keefe's current system, Keefe has completed the following projects for the Christian County Sheriff's Office.

- 2019 – Installed our own network as well as 2 snack vending machines
- 2020 – Installed barcode readers for vending service

A description of the vendors intended relationship with county staff, including the level of assistance anticipated in completing the work of this project.

Keefe Response: Aaron Sickles, Keefe's account manager for the state of Missouri, will continue to provide ongoing account management for Christian County, as well as be the main point of contact. Non-technical questions and/or issues can be directed to Aaron, as well as any escalation needs. Aaron can be available to meet with Christian County staff on a scheduled or as needed basis. KCN's Regional Manager for Keefe's Midwest region, Joe Bauer, is available to facility staff as an additional avenue of escalation. As the incumbent commissary vendor, a transition of services would not be required if Keefe were awarded the contract. Keefe's proposal includes transitioning from the current banking and commissary systems to its Cloud banking and commissary systems, which would be beneficial to both Christian County and Keefe. Coordination and rollout of this transition, including system training, would require staff involvement. Additionally, if Keefe needs to replace any of the (existing) equipment included in this proposal, this will require coordination with facility staff.

Explain in detail your training methodology for Sheriff staff on equipment/software/reporting.

Keefe Response: Keefe’s proposed solution calls for transitioning Christian County from the current software version to Keefe’s Cloud Banking and Commissary systems. If awarded the contract, training on the new software would be required.

Christian County software users can expect initial and ongoing training as needed through online, print, or video documentation, customized to the Department’s configuration. Typically, the online guide and handbook are the basis of user training. Keefe anticipates that there will be several different Christian County user roles such as intake, accounting clerk, mailroom, financial manager, release, etc. Each role will have a specific set of functions within the system, so each role will have a unique set of guidelines within the desired training media.

- The Christian County’s training will be centered on **Cloud Banking, Commissary, Access Corrections Services, and Edge Kiosk** applications.
- Keefe’s Implementation Team members will engage Christian County’s user team leaders in collaborative sessions.
- Training session times will be determined by Christian County requirements.
- A scenario for Cloud Banking may be to process payroll for 100 Con accounts and evaluate withdrawals, obligation deductions, and resulting available balances.’
- From these scenarios Keefe Project Coordinators create a test system for validation of user requirements.
- Christian County user team leaders will then validate test scenarios and recommend changes of configuration and/or software features. This is an interactive process. Once completed, the test system becomes the end user training system.
- Handbooks and videos will be separately distributed for end-user reference.

The following table shows in general terms the various aspects of training that will be required at the time of the transition.

Milestone	Description	Outcome
Staff Introduction to System – Menus and Restrictions Design	GoToMeeting Demonstration of system functions, restrictions management, kiosk order processing	Completed demonstrations and approvals for menuing and restrictions setup
Products / Finalized Menus	Institution of Product Master List and Allowed Lists for all restriction levels and production of printed menus and order forms	Menus and order forms aligned with facility rules and restrictions within the commissary system
Presentation of Demo/Training System	Activation of Demo Virtual Machine at hosted site and presentation to key staff	Initial acceptance of system as configured and accessibility for ongoing training and demo operation

Milestone	Description	Outcome
Key Staff Pre-Training (GoToMeeting)	Acceptance of feedback from supervisory staff on operation of system and suitability for operation.	Documentation of pre-training feedback session for follow-up in development of training guides
Full Staff Training – with KCN on-site Trainers	On-site exercise of demo and/or production-ready system through complete order / delivery / refund / invoice cycle	Completed training for staff as specified by Administration at times and locations specified.
Go-Live – with KCN on-site assistance	Activation of each facility's commissary system and on-site assistance as needed through completed order cycle	Successful introduction of service at facility

Documentation output from the training sessions will include customized procedure guides to be included in three forms: on-line as 'RoboHelp Info' books, browser accessible as local websites, and in paperback bound format. These guides become materials for ongoing training in the event of staff turnover during the length of the contract.

- KCN provides an on-line help feature, including a visual reference guide, that explains the steps required to operate KCN software modules such as scanning, adjusting orders, setting up restrictions, reviewing rejections based upon restriction violations, dispatching orders via modem, and refunding orders.
- KCN's on-line Help system is developed with Microsoft's RoboHelp. The resulting compiled Help system includes Table of Contents, Index, and Search features as are found in standard Windows applications.
- Also included is a visual reference guide that explains the steps required to operate KCN software modules such as scanning, adjusting orders, setting up restrictions, reviewing rejections based upon restriction violations, dispatching orders via modem, and refunding orders.

A description of any subcontracts and associations with other firms that the vendor proposes to utilize in the performance of this work. Fully describe the intended working relationships and responsibilities of each subcontracted firm and the number of past projects in which the vendor worked with each subcontracted firm.

Keefe Response: Keefe would not utilize any subcontractors in fulfilling the requirements of the commissary service.

Provide a detailed transition plan, if applicable. Include milestone dates.

Keefe Response: As the incumbent commissary provider, a transition would not be required. If Keefe were awarded the contract, it would be business as usual on day one of the contract. Keefe would like to transition Christian County to its Cloud banking and commissary systems and would implement this

transition per a schedule agreed-upon by both parties. Keefe to provide staff training on the new systems, prior to, and immediately after, the transition to the new systems.

Note that your software must interface with Christian County's JMS Omnigo software at no cost to Christian County.

Keefe Response: Keefe has read, understands and will comply. Keefe is currently developing this interface and hopes to have it completed very early in 2025. Until this time, Keefe has developed a workaround that has been deployed at Laclede County, Missouri, which could be implemented at Christian County.

Include three references - this should include jobs/contracts that your company has held that are similar in scope and size to this project.

Keefe Response:

Johnson County Sheriff's Department

278 SW 871 Rd,
Centerview, MO 64019
Contact: Sheriff Scott Munsterman
Email: smunsterman@jocomosheriff.org
Phone: 660-747-6469
ADP 150
Rated Capacity 210
Date of Installation 11/01/2021

Morgan County Jail

211 E Newton St.
Versailles, MO 65084
Contact: Kyle VanVleck
Email: kvanvleck@morgancountymo.gov
Phone: 573-378-5481
ADP 122
Rated Capacity 150
Date of Installation 01/01/2001

Cape Girardeau County Jail

216 N Missouri St.
Jackson, MO 63755
Contact: Jail Admin Richard Rushin
Email: rrushin@capecountysheriff.org
Phone: 573-204-2988
ADP 250
Rated Capacity 300
Date of Installation 05/10/2007

Qualifications:

Include the following documentation of qualifications. Note that the company must have been in this business for at least five years and have worked with an inmate/detention center settings with vending machine/commissary services.

Copy of any license(s), certification(s), registration(s)

Provide a copy of any document required by the State of Missouri, local or federal authorities having jurisdiction for the vendor to perform the work of this project.

Keefe Response: *Keefe Supply Company* entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. It's the nation's leading provider of food, personal care items, shoes, electronics, and clothing to prison and jail commissaries nationwide. Keefe currently serves over 1,200 federal, state, county, and private facilities across the US.

Keefe Commissary Network (KCN), organized in 1999, is the nation's leading provider of outsourced commissary management services and technologies to city, county, and state correctional facilities. KCN provides commissary services to nearly 500,000 inmates in over 930 correctional facilities nationwide. Over 100 of the correctional facilities where KCN provides commissary, vending service is also provided, totaling over 1,000 vending machines.

License(s), certification(s), registration(s) & documents required by the State of Missouri to perform the work of this project.

This information has been provided in the Attachments section of this response.

Key Personnel/Staffing:

Project Manager/Other Key Personnel:

Provide the Project Manager and implementation team that will be performing this contract, contact information and short biography. Resumes may be requested. Details, experience for employees that will work on this contract. The project manager is defined as a person who has day-to-day responsibility to perform the work or to very closely supervise the work of others in the development of this project. Please note: Should a contract be given to your company and your project manager leave your company, Christian County will have final say on who the project manager will be for any replacement.

Keefe Response: Since Keefe is currently providing Christian County the exact services and technology being requested in this RFP, a transition project would not be required. Keefe would intend to replace any of the existing equipment as needed. Keefe would work with Christian County on a suitable timeline for accomplishing this.

Monica Blanton - KCN Technical Services Project Manager (Midwest)

Work Experience

2020 – Present

- Adhere to Keefe Commissary Network project management procedures by; providing excellent communication to internal departments and resources, vendors, and management.
- Use internal documentation to assign projects to resources and maintain stellar communication and organization.
- Plan and manage project progression and activities within the project plan.
- Complete medium to large projects with various levels of complexity and interdependencies.
- Effectively manage risk associated with projects and proactively escalate issues for resolution, when necessary.
- Interact with internal project resources and customers via hosted meetings, emails, and phone calls.
- Ensure customer satisfaction by delivering products and services on time and within the project scope.

Project Service Team

Keefe will assign a dedicated Project Service Team to Christian County in support of initial installation and training and ongoing system support. Project Services includes the planning and implementation of software, hardware, and network deployments at customer sites. Typically, this includes new account, first time installation of hardware and software.

Project technicians receive and review approved system quotes and new Keefe Group account information documents. They contact facility managers and key IT staff on any questions or inquiries regarding the account setup to ensure regional and facility expectations are met.

The Project technician creates a Keefe Group transition document. This document may vary depending on the complexity of the new account. The document will be a working plan between Keefe and Christian County. It will include some of the following topics that the project technician will gather from key contacts at the facility.

- Computer layout at the facility – how many computers will be required
- Jail computers – what windows operating system, size of hard drive, RAM, etc.
- Facility network infrastructure assessment
- Remote access – which enables Keefe Group help desk technicians to assist with customer inquiries and problems
- Backup method
- Data conversion
- Integration details – contacts, file specifications, etc.
- Special features/services requested – positive pay, paid check, debt write off, merge resident, Kiosks, online deposits, special order entry methods, prepaid sales, etc.
- Officer roster – list of officers, officer duties, groups
- General ledger accounts and associated GL account events
- Number of used cash drawers
- Facility's current everyday business flow/operations
- Inmate account events
- Recoverable charges – priority and recovery percentage
- Order forms – commissary restrictions
- Bank account setup

- Check printing/layout
- Software/system reports
- Training – room/structure/end user schedule/end user manuals

Project Technician will also:

- Build and configure any required hardware to meet Christian County's requests
- Finalize configuration and setup of account management, officer management, inmate banking module, commissary module, reports, etc.
- Finalize configuration, setup, and testing of all integrated systems (booking, fund, sales integrations) in the Keefe Group Corporate office prior to onsite implementation
- Organize and set up onsite end user training (manuals, tip sheets, user scheduling, training computers, training classroom)
- Make an onsite visit for hardware installation, end user training, and implementation of Keefe software applications. Once the onsite visit has been completed, the project technician will follow up with the customer to ensure satisfaction and open items have been resolved.

Project Technicians handle all details of upgrades—such as complex upgrades of hardware and/or software, new features which involve changes to business processes, server and/or workstation operating system or database level, network topology, etc.—and document them in CRM.

Other upgrade management responsibilities include:

- Review of new features/equipment required for upgrade
- Receipt of signed authorization to proceed with equipment/software changes
- Testing of new features/hardware required for upgrade
- Development of transition plan
- Preparation for additional on-site training if required for the upgrade

Subcontractors:

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

Keefe Response: Keefe would not utilize any subcontractors in fulfilling the requirements of the commissary service.

Location of Distribution Centers:

Provide the addresses of your service centers to be used for Christian County.

Keefe Response: 13870 Corporate Woods Trail, Bridgeton, MO 63044

To provide the best service, Keefe has twenty-one (21) warehouse locations totaling nearly 1.7 million square feet, shipping on average 25 million pounds of inventory each month and carrying ***\$109 million in inventory*** daily.

Location	Type	Year Established	Square Footage
Jacksonville, FL	Regional Service Center	8/1/1995	117,000
Reno, NV	Regional Service Center	2/1/1996	116,946
Seattle, WA	Regional Service Center	10/1/2000	9,500
Edison, NJ	Distribution Center	11/1/2001	187,042
Dallas, TX	Distribution Center	7/1/2002	105,660
Santa Clara, CA	Regional Service Center	10/1/2002	1,080
Cleveland, OH	Distribution Center	9/1/2003	100,172
Atlanta, GA	Regional Service Center	5/1/2004	23,750
Fontana, CA	Distribution Center	1/1/2006	105,041
Denver, CO	Regional Service Center	11/1/2009	47,600
St. Louis, MO	Distribution Center	10/1/2010	345,600
Walpole, MA	Regional Service Center	6/1/2012	29,447
Baltimore, MD	Regional Service Center	4/15/2013	40,053
Sarasota, FL	Regional Service Center	3/1/2014	17,636
Syracuse, NY	Regional Service Center	8/1/2015	18,833
Grand Rapids, MI	Regional Service Center	9/1/2015	44,250
Tucson, AZ	Regional Service Center	4/1/2017	90,000
Sacramento, CA	Regional Service Center	9/1/2017	3,000
Olive Branch, MS	Regional Service Center	6/22/2020	121,991
Richmond, VA	Regional Service Center	4/15/2022	151,060
Indianapolis, IN	Regional Service Center	9/5/2023	9,946
			1,685,607

Equipment/software anticipated to be used:

Include the following:

1. List equipment and material storage requirements, i.e. kiosks, server, backup method, data conversion etc.

Keefe Response:

Keefe's proposal includes the following (existing) equipment:

- 1 Lobby Kiosk
- 1 Intake Kiosk
- 2 Snack Vending Machines with touchscreen
- 2 Handheld wands/scanners for issuance of debit cards (at time of release)

Note: This existing equipment would be replaced as needed at no cost to Christian County.

With transitioning to Keefe's Cloud systems, an on-premise server would no longer be required.

The Keefe Cloud SaaS maintains Highly Available (HA) and redundant systems across all the applications. Data is also replicated to our fully tested, secondary data center located in Omaha, Nebraska. In addition to replication technology, Keefe also maintains Azure Backup services.

The TKC Business Continuity Plan establishes RTO and RPO for systems by outages less than/equal to and more than 24 hours with RTO of no more than 48 hours and RPO of 15 minutes from initiation of outage.

All Keefe applications are protected from viruses by Keefe Data Center Production Engineers. Keefe provides Checkpoint virus scan software for the Keefe client systems deployed at customer sites. The software is configured for daily system scan, email scan, download scan and internet

filter. Daily updates are configured and require an internet connection to the Checkpoint virus data file update service.

Additionally, all data network connections between kiosks, servers and central services are https/SSL encrypted. Keefe firewalls located at its central services site filter inbound and outbound traffic. Local facility firewalls should be configured for DNS entries located at the Keefe central services site to allow outbound port 443 access for deposit information exchange.

Keefe central services staff are responsible for monitoring, logging, and alerting for security-related issues occurring within the Keefe network. External and Internal security scans are conducted on a weekly basis at the Keefe central services site, and security findings are also addressed weekly. Keefe will provide alternative virus scan solutions if specified by the facility.

Backups

Database backup will continue to process according to County specifications. Typically, full backups are performed weekly. Incremental backups can occur either daily or every 15 minutes (log). The County may opt to set databases in a simple recovery model, so they do not get incremental backups.

Data Handoff at Conclusion of Contract

Objective

Provide historical reports and file-based exports of data from Keefe Cloud systems for handoff to departing customers.

Approach

- Exercise standard historical reporting within the application to provide summarization.
- Export data from Keefe systems for departing customers in CSV format for retrospective use.

Departing Customer Use Cases

- Review an inmate's financial history.
- Review an inmate's commissary purchase history.
- Review an inmate's grievance/request history.
- Review Bank Transactions.
- Review unpaid accruals to vendors and/or government agencies.
- Compare fiscal period transaction information to prior or future periods.
- Incorporate transactional data into succeeding systems.

Historical Reports

The following reports are available to customers in the application. These may be run at any time. We recommend that they be run and stored by the customer when transaction activity has ceased.

- Active Inmates with Balances
- Inactive Inmates with Balances
- Inmates with Debt
- Trial Balance
- Bank Reconciliation History
- Uncleared Checks

Data Structures

The following sets of data include historical transactions customer reference and/or for incorporation into succeeding systems:

1. **Resident Account Information**
Resident accounts that are updated by Trust and Debt transactions.
 2. **General Ledger Account Information**
GAAP-compliant Chart of Accounts for financial workflows matching customer requirements.
 3. **Resident Financial Transactions**
Record by Record Transaction Details that affect Resident Trust and Debt sub accounts.
 4. **Resident Debt Transactions**
Record by Record Transaction Details that establish debts to be paid by the resident account.
 5. **General Ledger Financial Transactions**
Record by Record Transactions for non-resident accounts including Bank, Liabilities, Vendor payments.
 6. **Detailed Commissary Order History**
Record by Record Sales and Refunds Details including items purchased, denied, and refunded.
 7. **Request and Grievance History**
Record by record communications posts including detailed text created by residents and staff.
2. List the banking and commissary software to be used. Provide a list of jail software's they interface with. Software must be user friendly.

Keefe Response: Keefe is proposing to transition Christian County from the current banking and commissary systems to Keefe's Cloud systems. Feedback from existing customers that have made this transition indicate the software is user-friendly.

Because Keefe Cloud software solutions are cloud-based banking platforms, Keefe easily integrates with a facility's JMS systems via an Inmate Data Repository. County and State custody systems post inmate information to the repository for use by Keefe technologies such as banking, commissary, inmate self-services and family services.

Keefe supports interfaces with the following JMS providers. Keefe is committed to interface with all JMS providers as selected by its customers.

Archonix	ILEADS	SMART
Beacon	Intergraph	Southern Software
Black Creek	ITI	Spillman
BluHorse	JailTracker	Syscon
CCIS-AOC	JALAN HTE Sun Gard	Tiburon
Cisco	Jamin	TriBridge

CMIS	M&M - SOMS	TriTech/Visionair
CorrectCare	Motorola - Offender Track	TSG/Tyler Tech/Odyssey
CrimeStar	MTC	UCM
CTS SmartCop	Net Data	USA Software
DSI	New World	Zuercher
Eagle	OSSI	Securus
EIS	Police Central	SIRS
Enterpol	PTS	
ICS	Securus	
IDNetworks	SIRS	

3. Provide inventory procedures and backup methods.

Keefe Response: Keefe has a full-time dedicated purchasing department and a full-time dedicated distribution department in St. Louis, MO to help ensure proper inventory levels for filling orders. In addition, its Regional Business Manager and Inventory Control Manager monitor inventory levels on a daily basis to ensure proper levels within the region to support our distribution centers. Keefe acknowledges responsibility for all inventory maintenance and control. The Keefe commitment to customer service and its use of multiple distribution resources ensure a high product fill rate.

The Keefe Commissary Supply Chain consists of 20-plus distribution centers spread across the entire US with more than 2,000 people dedicated to providing superior service at very competitive rates. On average, Keefe holds 2 plus months of inventory (average daily amount of \$109 million) to support 99%+ item fill rate to all its customers. From a technological perspective, Keefe utilizes leading software providers and vendors such as Oracle ERP, Oracle WMS, Oracle TMS, and GAINSystems to ensure it can improve or maintain very high service levels now and into the future.

Demand Planning and Forecasting Overview

- Our system is a fully integrated multi-echelon planning software solution.
 - Consolidates information from multiple channels, suppliers, and distribution centers.
 - System roll-up of demand from On-Site locations to Service Centers and to main Distribution Centers for direct ordering based on sourcing methodology.
 - System configuration is designed to carry ample service stock (overstock) with an overall target position of 60 days, when shelf life allows. Shorter shelf-life items are safety stocked as well to the degree that lead time, demand, and min shelf-life permit.
 - Incorporates comprehensive error (e.g., demand and supply variability).

- Accounts for bill-of-material and parent/child relationships.
- Our system selects the most plausible model from 40 statistical models.
- Our system has specific forecast families to forecast the low volume and sporadic parts to focus on maintaining appropriate stock levels to help mitigate out-of-stock issues on items that are typically deemed problematic due to their attributes or volume.
- For each lead time forecast, the historical and projected errors are computed to help plan appropriate inventory policies.
- Before applying a 'Best-Fit' selection process over a given time horizon, our system first determines what type(s) of demand pattern(s) are applicable and then eliminates models that show statistical characteristics such as bias or volatility
- In order to maintain accurate inventory for use by the demand planning software the Warehouse Management System also facilitates cycle counting and physical inventory.
- This process involves regularly scheduled partial counts of items within the warehouse. These counts are typically performed on a rotating basis, enabling businesses to identify discrepancies and take corrective actions swiftly, minimizing disruptions in operations.
- Cycle Count Listing

Physical Inventory:

For comprehensive inventory reconciliation, Oracle E-Business Suite facilitates periodic physical inventory counts. These counts involve a full verification of on-hand inventory against recorded data. The suite's robust reporting and analysis tools assist in reconciling any discrepancies and maintaining accurate inventory valuations.

Tracking Expiration/Best-by Dates

In Keefe's Warehouse Management System (WMS) items with limited shelf life are set up as lot controlled. Once they are flagged as lot controlled, these items are assigned a lot code/exp date reference number at the point of receipt. This lot code helps identify one shipment from another. These dates are stored in the barcoded LPN that is assigned at receipt. These dates are crucial when picking and shipping orders to ensure older items, or shorter shelf-life items are sold and shipped first.

With the WMS, Keefe personnel are shipping by two different priorities. FEFO is first expiration, first out, and is applied to lot-controlled items, otherwise, the system will utilize FIFO and direct the picker to use first in, first out when picking items to ship or replenish.

Stock rotation

All items received are tagged with a system generated bar coded LPN. These labels help track, identify, and manage inventory. These barcoded labels are affixed to individual items, cartons, pallets, or containers. They contain critical information, such as item codes, descriptions, and expiration dates. With Keefe's WMS, any employee picking or replenishing items is directed in their scan gun to the location in the warehouse containing the next group of items to be used based on FEFO or FIFO as described above. With this system, the items in the pick face will always be the next to be used and the WMS is ensuring proper rotation of items by directing the user to the proper location in the warehouse.

The Keefe Cloud Commissary System includes the following Inventory functionality. Keefe manages inventory availability through its demand planning staff. The Keefe Cloud Commissary application communicates with the demand planning platform (Oracle) to manage menus, to project availability, and to auto-credit fulfillment shortages in the near term.

Credits and Refunds (Supply Chain Impact Management)

Keefe processes credits and refunds proactively using its **Supply Chain Impact Management** process, an advanced stock level ordering system that identifies out of stock items during both stages of the commissary ordering process.

1. During Inmate Order Entry

- Removes out of stock items from shopping carts
- Inmate not charged for out-of-stock items

	Requested	Denied	Reason	Approved
COOL WAVE FLOURIDE TP \$0.80	1	1	Item not available	0
P-UP BLOOM DEODORANT \$1.26	1	1	Item not available	0

2. During Order Fulfillment

- Removes out of stock items from pick tickets (see image at right)
- Processes auto-credits for stock outs
- Refunds processed prior to delivery

25 PM

KEEFE COMMISSARY NETWORK
P.O BOX 17490, St Louis, MO 63178-7490
379 for SOUTHERN REGIONAL JAIL

Name: Burns_11, Willard_11 Bal Before Order: 89.61
ID: 11 DOB: Bal After Order: 4.17
Acct #: 19084 Order #: 17319518
CPR #: 6698 Order Date: 03/18/2021
Block: Block A Tier: Unit 1 Cell:

17319518-6698

Bay-Seq	Qty	UOM Description	Alias	I	Price
CRJSO	5 EA	S.S. HOT COCOA	2070		2.05
	5 EA	KEEFE COLOMBIAN BLEND	2283		26.95
	5 EA	CHILI CHEESE FRITOS 20Z	2737		7.25
	1 EA	(EA)ZC D-DUNX	3245		0.95
	5 EA	BC CHILI W/ BEANS	6173 S		0.00
	5 EA	FC MACKERAL	6178		13.40
	5 EA	TWIN BEEF STICK	6300		6.40
	5 EA	PEPPER - SINGLE PACKET	6518		0.25
*	5 EA	GINGER ALE 20OZ	2492		13.10
FACILITY ITEMS					
	5 EA	\$2 Phone time non-DL	9801 V		5.00
OTHER					
	5 EA	CHILI RAMEN Subbed with Item-6173	6026 N		4.60
ITEM(S) NOT AVAILABLE-AUTO CREDIT IN PROCESS					
	5 EA	TEXAS BEEF RAMEN SOUP	6018 C		4.60
SubTotal:					84.55
Tax:					0.89
Total:					85.44

SHORTAGES/CANCELLED

Alias	Qty	Description	Reason
3230	5 (EA)	ZC PB WAFERS	Item restricted
3245	4 (EA)	ZC D-DUNX	Exceeds quantity limit

I have checked and received this order with any and all credits/shortages as indicated herein.

Signed: _____ Date: _____

Witnessed By: _____ Date: _____

Backups

Database backup will continue to process according to County specifications. Typically, full backups are performed weekly. Incremental backups can occur either daily or every 15 minutes (log). The County may opt to set databases in a simple recovery model, so they do not get incremental backups.

4. Explain your data conversion process, if applicable.

Keefe Response: As the incumbent commissary provider, a data conversion would not be necessary.

Inmate Banking:

Explain the following

Inmate Accounting

Keefe Response: The Keefe Cloud SaaS Banking solution allows authorized users and authorized partner services to open an inmate account using an identification number and add funds to the account. The following fields are typically present in the opening transaction field but can be customized according to Christian County's specifications:

- Account Number
- Name
- Date of Birth
- Gender
- Location
- Ethnic Group
- Height
- Weight
- Eye and Hair Color
- Alias
- Tattoos/ Scars

Authorized users can process credits and debits to Keefe Cloud accounts. Processing credit and debit transactions is role-based, limiting the given user to funds transaction types approved for the specific workflow or function.

Once the deposit transaction is entered, a receipt is generated. Receipts of all transactions entered in the Keefe Cloud system can be reprinted. Receipts typically include, date, time, accounting event, description, amount, balance, and the officer completing the transaction and can be configured to station specific defaults.

The Cloud Banking system keeps accurate and complete records of every transaction entered. All inmate transactions are recorded in the Keefe Cloud General Ledger that enforces dual entry GAAP accounting types and behavior. A book of original entry, an accounts payable journal and a report generator are also features of the software, allowing users to set up a chart of accounts,

create transactions and utilize a full range of context-sensitive reports such as trial balance and transaction history.

Data stored with all transactions includes the user, the location, the timestamp and any related transactions and activities, such as collection of debt, checks, debit cards, stored documents, custom fields, and notes required at time of entry, cash drawer relationships, bank relationships, accounts payable and accounts receivable summarizations, disbursement and fiscal period actions. A complete audit trail of all transactions is permanently stored in the system.

GAAP Principles

The Keefe Cloud accounting solution adheres to GAAP principles, particularly those applicable to regularity, consistency, and permanence.

Keefe ensures these principles by enforcing account types consistent with standard accounting practices, with transaction behaviors that guarantee dual entry, and with record structures that provide permanence throughout time within financial reporting procedures.

Each customer may specify its unique Chart of Accounts within the constraints of Keefe's GAAP-compliant administration tool. This tool allows for the creation of General Ledger accounts and for role-based transactions whose behavior is always predictable and consistent with policy. Customers may view their accounting structure at any time through the Cloud application's Chart of Accounts report. The report identifies each account and the transactions that debit or credit that account.

The General Ledger page of the Keefe Cloud solution is a transparent entry point for answering questions about financial events and their outcomes.

Cash Management Workflow

Keefe Response: Many customers have cash in circulation such as cash at intake, transfer checks from other agencies, or money order deposits. These cash handling activities suggest the use of Keefe's Cash Management workflow. Linked to the accounting event definition, Cash Drawer Management automatically organizes, tracks, and promotes cash-deposit workflows through approval levels up to and including the Bank Deposit.

Cash Drawer Management Overview

Keefe Cloud Banking features a robust Cash Drawer Management module that allows users to manage cash workflows with detailed audit trails. For cash received at intake or for mail deposits, Keefe Cloud Banking structures the facility's workflow with strong controls and separation of duties.

Keefe's Cloud's Cash Drawer Management feature leads the user through drawer open/count/close, adjustments, approvals, reviews, and consolidated bank deposits. All transactions are reviewable in their original cash drawer records and through the bank deposit process.

The system also allows the facility to create and use Cash Drawer types to display to a given user or group. This feature keeps the list of cash drawer types focused on just which drawer or drawers this particular user should be working with.

Reducing the complexity of the drawer type selection process cuts down on inadvertent errors by staff, especially in accounts where numerous cash collecting activities occur in various departments, buildings, or campuses.

Bank Reconciliation

Keefe Response: Keefe Cloud Banking features Bank Reconciliation that matches bank statement information to the deposits and disbursements Christian County records in Keefe Cloud Banking. Keefe's application gives users convenient online tools for marking transactions as cleared within a period, for adding reconciling transactions, and for reviewing bank reconciliations at any time. Users have the ability to create and manage bank reconciliations, basically collecting transactions that can be cleared against a bank statement.

The Banking Reconciliation function offers users two options for conducting bank reconciliations:

Paper Reconciliations:

- Users manually review a paper bank statement and manually clear the transactions in the Keefe Cloud Inmate Banking portal.

Electronic Reconciliations (currently only offered to Bank of America customers):

- Users upload a bank file and the Keefe Cloud Banking application automatically matches and clears transactions.
- Users can also manually clear transactions.
- Users can switch to paper reconciliation view if needed.

Visual General Ledger

Keefe Response: The Keefe Cloud accounting solution adheres to GAAP principles, particularly those applicable to regularity, consistency, and permanence.

Keefe ensures these principles by enforcing account types consistent with standard accounting practices, with transaction behaviors that guarantee dual entry, and with record structures that provide permanence throughout time within financial reporting procedures.

Each customer may specify its unique Chart of Accounts within the constraints of Keefe's GAAP-compliant administration tool. This tool allows for the creation of General Ledger accounts and for role-based transactions whose behavior is always predictable and consistent with policy. Customers may view their accounting structure at any time through the Cloud application's Chart of Accounts report. The report identifies each account and the transactions that debit or credit that account.

The General Ledger page of the Keefe Cloud solution is a transparent entry point for answering questions about financial events and their outcomes.

General Ledger: Secure Deposits
Banking / General Ledger / Secure Deposits

Totals
Period: December 2023 Begin Balance: \$7,100.00 Debits: \$32,824.36 Credits: \$32,176.31 End Balance: \$7,748.05

New Transaction

Date/Time	Accounting Event	Description	Amount	Balance
12/07/2023 02:09 PM	Secure Deposit	Receipt: 112875716	\$50.00	\$7,748.05
12/07/2023 02:09 PM	Secure Deposit	Receipt: 112907258	\$60.00	\$7,808.05
12/07/2023 01:53 PM	Secure Deposit	Receipt: 112903459	\$70.00	\$7,878.05
12/07/2023 01:36 PM	Secure Deposit	Receipt: 112891274	\$20.00	\$7,898.05
12/07/2023 01:36 PM	Secure Deposit	Receipt: 112914745	\$70.00	\$7,968.05
12/07/2023 01:20 PM	Secure Deposit	Receipt: 112902331	\$33.00	\$7,935.05

Inmate Property

Keefe Response: Keefe supports property inventory and will configure the solution according to County specifications. Keefe has solutions with KCN Legacy (system currently utilized by Christian County) and together with Keefe Cloud Online Banking (proposing to transition to), depending on how your facility will use the pieces, parts, or whole of property.

1. For example, full property inventory of all personal items and collecting of initial deposit, property inventory searches, disposal, release is processed completely with KCN Legacy Banking.
2. Inventory of personal items and signed receipts is also processed with KCN Legacy Banking.
3. Property processing that requires printing property labels to affix to envelopes is done using a report based on the permanent ID in Keefe Cloud Online Banking.
4. The KCN Legacy Property module can also be used with Online Banking.

Realtime Financial Interfaces

Keefe Response: Keefe's proposed hosted solutions are cloud-based. With Cloud technology, Keefe integrates with an Inmate Data Repository that allows county and state custody systems to post inmate information to a repository. Data in this repository is then available to all its technologies such as banking, commissary, telephone, inmate self-services and family services.

Deposit Service fees, web, phone, lobby cash, lobby credit (if applicable).

Keefe Response:

Deposits & Payments Overview

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and eighteen (18) state department of corrections.

Access Corrections' Deposit and Payment services provides family and friends quick, efficient, and easy to access options of sending funds to offenders as well as to make payments for bond/bail and other obligations due. The agency has the flexibility to set different transaction limits and rules for each service offered. This ensures policy/procedures are followed and agency efficiencies are maximized.

Our platform can process a wide variety of transactions, including parole, probation, and many types of court ordered payments. The probation and parole payment options are limitless with the most common being; supervision fees, program fees, drug screening, monitoring and restitution. Court ordered payments can be made for a variety of different obligations such as fees/fines, child support, licensing records, etc.

Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, or walk-in retailer.

Deposit Service Fees				
Gross Amount Deposited	Web	Phone	Lobby Cash	Lobby Credit
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.00	\$4.95
\$20.00 - \$99.99	\$7.95	\$9.95	\$4.00	\$7.95
\$100.00 - \$199.99	\$9.95	\$11.95	\$4.00	\$9.95
\$200.00 - \$300.00	\$11.95	\$13.95	\$4.00	\$11.95

Walk-in (\$0.01 - \$900.00) - \$5.95

Reporting

Equipment/Deposits of Inmate money to Kiosk

Keefe Response: Keefe's proposal includes 1 Lobby kiosk.

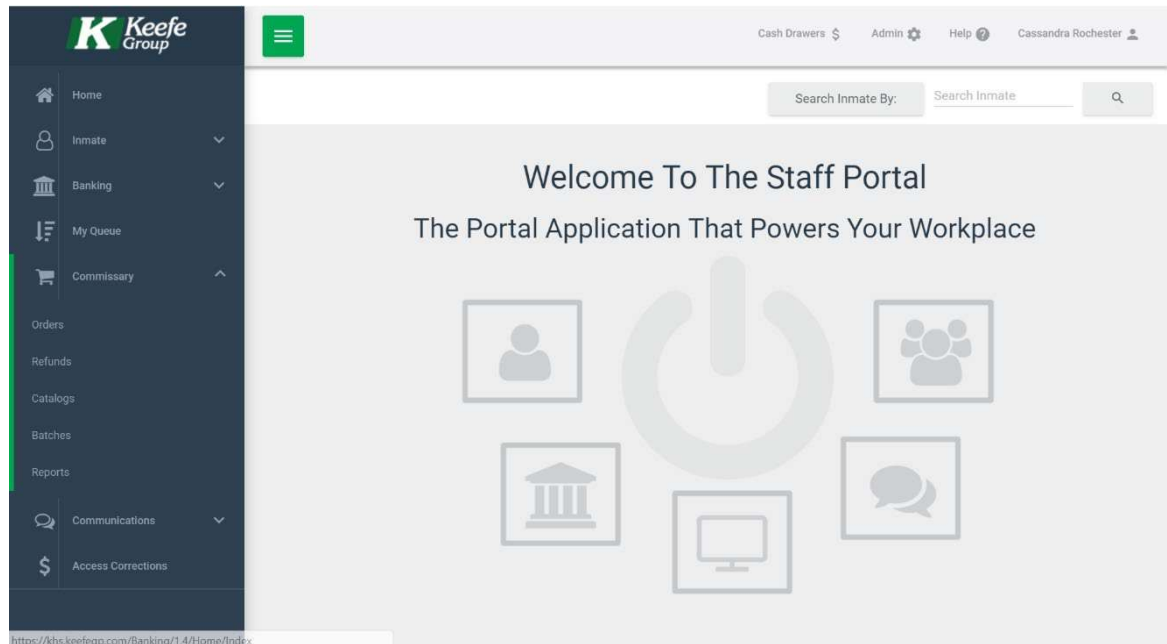
The following table shows the reports available pertaining to online deposits.

Online Deposits	Bank Transfers	Detailed listing of deposits received and included in nightly ACH total transferred from Keefe Bank to Customer Bank
Online Deposits	Applied Transactions	Detailed listing of deposits received and pending nightly ACH transfer
Online Deposits	Cash Pickups	Detailed listing of deposits included in a Cash Pickup from the Intake Kiosk
Online Deposits	Booking Receipts	Zero Dollar Intake Kiosk Receipts
Online Deposits	Chargebacks	List of Inmate recipients restricted from deposits due to chargeback activity from a depositor (includes chargeback date and amount owed from the depositor)
Online Deposits	Restrictions	Listing of inmate accounts for whom deposits are restricted and includes drill down to review history of deposit activity
Online Deposits	Recipient Activity	Date Range search for deposit transactions for a given inmate recipient
Online Deposits	Depositor Activity	Name-based search for deposit transactions from a given depositor
Online Deposits	Top Depositors	Date Range list of depositors sorted by number of deposits and total dollar value of deposits
Online Deposits	Transaction History	Date Range listing of all deposit transactions including type of payment and method of deposit - web / phone / kiosk
Online Deposits	Audit	Date Range list of pages visited by facility staff
Online Deposits	Data Detective	Link Analysis connecting depositors and recipients based on either depositor or recipient parameter

Inmate Order Processing:

Explain the process of methods inmates can order from the Commissary.

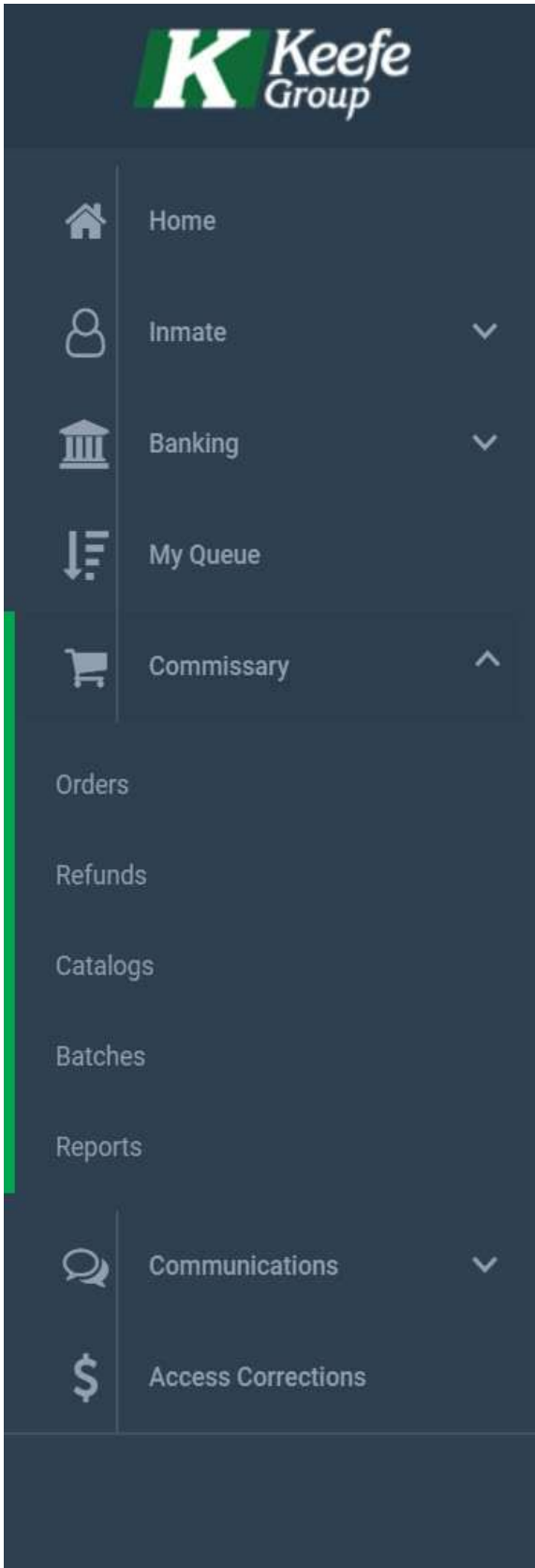
Keefe Response: Keefe Commissary Online (COL) is the next generation of Commissary ordering provided by Keefe Commissary Network. COL is designed to make the experience of ordering commissary goods an effortless and integrated process as a centrally hosted, multi-tenant web application accessed over the internet. Each facility hosted in COL has its own database. Each facility may also have its own customized workflows, accounts, reports, and resident lists, completely independent of and secured from all other hosted facilities.



ORDERING METHODS

Christian County can use any of the following methods to enter orders in (COL):

- Online Order Entry
- Phone Order Entry (IVR)
- Kiosk Order Entry (via 3rd-party Kiosks) – **Christian County's current method**



ONLINE ORDER ENTRY

Online orders refer to manual entry orders entered to COL. Use COL ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items (as described in Catalog). Edit, change, or delete existing online orders through COL order entry.

PHONE ORDER ENTRY

The IVR COL order entry system is attachable to facility phone systems. The interface relies on network connections to a facility-based or centralized phone switch. The IVR commissary order entry system requires the KeepTrak Banking module and is seamlessly interfaced with the KeepTrak Banking System. If the facility is not using the KeepTrak Banking System, the KeepTrak IVR/Commissary solution can be interfaced with partner Resident banking systems. The KCN solution requires attachment to the premise phone system.

Phone orders appear in the online Commissary portal once a resident calls in an order request. The Commissary application validates the order based on any restrictions entered in the Commissary system through the Commissary Admin set up process. Residents can use Commissary IVR ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items.

Residents can also edit, override, or delete existing orders through IVR. When a resident calls the IVR system, the system determines whether an open order exists for that resident. If an order exists, the system inquires whether the staff member wants to edit the existing order or override it (meaning the current order will be deleted and a new order will be created). Residents can change the quantities of items in an order, add more items to an order, delete items from an order or delete existing orders.

KIOSK ORDER ENTRY

Kiosk order entry is done on-site at ordering kiosks.

Residents can use Commissary kiosk ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items.

Safety and Security:

Explain the process. Include cybersecurity issues you have had in the past and what you have done now to improve on that. Note: Vendor must be PCI compliant.

Keefe Response: Keefe has not had past reportable cybersecurity issues, but we are continuously improving our cyber security maturity and overall organizational security culture. Enhancements range from improving or adding to our technical defense in depth systems, along with our administrative security education program.

Proof of PCI Compliance



17335 Golf Parkway, Suite 500
Brookfield, WI 53045
262.754.9400

SIKICH.COM

February 7, 2024

Ryan Essner
TKC Holdings, LLC
1260 Andes Boulevard
St Louis, MO 63132

RE: Payment Card Industry Data Security Standard Compliance

Dear Mr. Essner:

All organizations that store, process or transmit cardholder data are required to comply with the Payment Card Industry Data Security Standard (PCI DSS). Compliance with the PCI DSS provides significant value to the payment card industry by reducing fraud and promoting the reputations of compliant merchants, service providers and acquiring banks.

TKC Holdings, LLC (TKC Holdings) engaged Sikich LLP (Sikich), a PCI Qualified Security Assessor (QSA), to perform a third-party assessment of TKC Holdings's controls against the PCI DSS Requirements and Security Assessment Procedures, version 3.2.1.

Sikich has completed its review and testing and, based on the information TKC Holdings provided during the assessment, all of the applicable requirements in the Report on Compliance (ROC) dated December 12, 2023, have been reported as in place, and, therefore, **Sikich recommended TKC Holdings for the status of compliant with the PCI DSS.**

TKC Holdings's compliance acceptance will be recognized for up to one (1) year, provided TKC Holdings continues to operate in a PCI-DSS-compliant manner and does not make any changes to their environment that would violate the PCI DSS requirements. To remain compliant, TKC Holdings must be enrolled in and pass PCI vulnerability scans on at least a quarterly basis. TKC Holdings must also revalidate against the PCI DSS on an annual basis.

Thank you for choosing Sikich as your QSA. As always, if you have any questions regarding the PCI DSS requirements, or if there is anything else we can do for you, please let us know.

Sincerely,

Scott Wegner
Partner-in-Charge

Procedures for Return/Credit:

Explain the process.

Keefe Response: Refunds/credits (individual item(s)/whole orders) can be processed by facility staff after the order delivery process has been completed. Keefe's Commissary Online (COL) Refunds allow users to generate refunds by order number from the Orders tab. COL also allows users to set up a refund schedule (the time of day that refunds are processed) in the Commissary Admin module.

- Refunds Page
- Refund Entry Page
- Create, Edit, or Cancel a Refund
- Scheduling and Viewing Refunds

Additionally, Keefe's Commissary Online (COL) System includes the following Inventory functionality, that assists in minimizing credits do to inventory availability. Keefe manages inventory availability through its demand planning staff. The Commissary Online (COL) System communicates with the demand planning platform (Oracle) to manage menus, to project availability, and to auto-credit fulfillment shortages in the near term.

Credits and Refunds (Supply Chain Impact Management)

Keefe processes credits and refunds proactively using its **Supply Chain Impact Management** process, an advanced stock level ordering system that identifies out of stock items during both stages of the commissary ordering process.

During Inmate Order Entry

- Removes out of stock items from shopping carts
- Inmate not charged for out-of-stock items

EDGE™

DAVID JR RALPH | Booking ID: 45636

2

Items and quantities may be adjusted at the time the order is filled

	Requested	Denied	Reason	Approved		
<div><div></div><div>COOL WAVE FLOURIDE TP \$0.80</div></div>	1	1	Item not available	0	<div></div>	<div></div>
<div><div></div><div>P-UP BLOOM DEODORANT \$1.26</div></div>	1	1	Item not available	0	<div></div>	<div></div>

During Order Fulfillment

- Removes out of stock items from pick tickets (see image below)
- Processes auto-credits for stock outs
- Refunds processed prior to delivery

Page 1 of 1

03/18/2021 02:25 PM

KEEFE COMMISSARY NETWORK
P.O BOX 17490, St Louis, MO 63178-7490
379 for SOUTHERN REGIONAL JAIL

Name: Burns_11, Willard_11 Bal Before Order: 89.61
ID: 11 DOB: Bal After Order: 4.17
Acct #: 19084 Order #: 17319518
CPR #: 6698 Order Date: 03/18/2021
Block: Block A Tier: Unit 1 Cell:



17319518-6698

Bay-Seq	Qty	UOM	Description	Alias	I	Price
CRJSO						
	5	EA	S.S. HOT COCOA	2070		2.05
	5	EA	KEEFE COLOMBIAN BLEND	2283		26.95
	5	EA	CHILI CHEESE FRITOS 20Z	2737		7.25
	1	EA	(EA)ZC D-DUNX	3245		0.95
	5	EA	BC CHILI W/ BEANS	6173	S	0.00
	5	EA	FC MACKERAL	6178		13.40
	5	EA	TWIN BEEF STICK	6300		6.40
	5	EA	PEPPER - SINGLE PACKET	6518		0.25
*	5	EA	GINGER ALE 20OZ	2492		13.10

FACILITY ITEMS

5	EA	\$2 Phone time non-DL	9801	V	5.00
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OTHER

5	EA	CHILI RAMEN Subbed with Item-6173	6026	N	4.60
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ITEM(S) NOT AVAILABLE-AUTO CREDIT IN PROCESS

5	EA	TEXAS BEEF RAMEN SOUP	6018	C	4.60
---	----	-----------------------	------	---	------

SubTotal: 84.55

Tax: 0.89

Total: 85.44

SHORTAGES/CANCELLED

Alias	Qty	Description	Reason
3230	5	(EA) ZC PB WAFERS	Item restricted
3245	4	(EA)ZC D-DUNX	Exceeds quantity limit

I have checked and received this order with any and all credits/shortages as indicated herein.

Signed: _____ Date: _____

Witnessed By: _____ Date: _____

Banking System:

Explain the process. Include, but not limited to online deposits, fines, fees, cash workflows, audit trails, and intake cash count.

Keefe Response: Keefe's proposed solution is contractor-hosted at redundant data centers managed by Keefe Production Engineers. Keefe employs its own software engineers to design and create the Keefe Cloud Online Banking software applications. All its software applications are owned, packaged, warranted, maintained, and licensed by Keefe.

As part of the agreement, Keefe will grant Christian County a royalty free license to provide its software to ALL authorized users and with no limitations in the provision of the County's banking and commissary services. During the term of the Agreement, Keefe agrees to keep current both its hardware and software. All upgrades of hardware and software as well as additional training to facility staff will be provided by Keefe at no cost to the County for the life of the Agreement. Christian County will receive Keefe's latest software applications upon contract award. Based on requirements gathered and prioritized, Keefe's development staff will release new features to the Keefe Cloud system twice per month. All updates are immediately available to all Keefe customers free of charge.

KEEFE CLOUD STAFF PORTAL APPLICATIONS

The Keefe Cloud staff and inmate portal applications support Commissary Sales, Inmate Trust Fund Accounting, and Inmate / Staff communications.

Keefe's Cloud Commissary, Banking, and Communications applications are the online hosted versions of Keefe's Legacy applications. Using cloud services, facility staff access the following modules which can be set up (activated) according to facility specifications.

- Inmate Module (Manage, Book, Modify, and Release Inmates)
- Banking Module (Batches, Cash Drawers, General Ledger, Accounts Payable, Bank Reconciliation)
- Commissary Module (Orders, Refunds, Catalogs, Batches, Reports)
- Communications Module (Conversations, Grievances, Mail)
- Access Corrections Reporting Module (Secure Deposit, Reports, and Data Detective)
- Edge 2 Services (Inmate Self Service including commissary shopping, account transaction history, inmate-staff communications)

Facility users access the system through a Staff Portal at <https://keefe.cloud> using Chrome or Edge browsers on desktop computers. There is no limit of the number of users who can access the software as long as users have been granted access by the facility.

The Keefe Cloud staff portal enables a wide variety of financial, sales, and communications features including but not limited to:

Access from Chrome or Edge Browser

- No servers at onsite – applications hosted at <https://keefe.cloud>

- No additional software required on facility computers
Heightened Log-in Security
- Single Sign-on from work account
- Sign-on security for users and passwords enforced by county or state

Easy Search for Inmate Accounts

- Last Name, ID, Active, Inactive
- Paginated search results displaying balances and DOB

Separate Sub-accounts per Inmate - User-definable, Customizable

- Tracks spending money separately from debts, bonding, and other accounts such as savings, payroll, or pre-paid phone

Easy Access to Useful Features from the Inmate Management Page

- Court Obligations Management
- Schedules - Review Automated Transaction Events
- Commissary Order History

Full Lineup of User Defined Transaction Types

- Deposits, Withdrawals
- Collectible Debts, Automatic prioritized debt collection rules
- Transfers, Abandoned Funds, Individual and Group Checks
- Cash Drawer Workflow
- Bank Reconciling Items
- User Defined Transaction Tags for collecting additional information about the transaction

Dynamic Online Audit Trail for all Transactions

- Transaction history review - Hot links to associated accounts and transactions
- Printable audit trail report for any transaction

Account Locks

- User defined financial restrictions with expiration date and supervisor override

Notes

- Open text entry for documenting additional information about an inmate account
Expanded Inmate Classification Capability
- User defined fields for tracking security classifications, dietary constraints, exemptions, custody type

Release Workflow

- Automated pre-defined account settlement rules
- Choice of disbursements Cash, Check, Debit Card, Bond-Out, Group Transfer, or split disbursement (when using two or more of these in combination)

Inmate Property Inventory

- Describe and record inmate property at intake
- Review, audit, release inmate property

Customizable Reports

- Receipts, Releases
- Balances
- Deposit and Withdrawal Review
- Outstanding Debts Receivable
- Indigence Review
- Ad Hoc Exports
- Report on Inmate Status, Location, Balances, Obligations, and Transactions. Choose from more than 50 columns, and more than 20 row filters. See your results in Excel®

Rapid Entry in Preview Mode

- Transaction Batches – rapid lookup, transaction grouping, links to accounts payable
- Group receipt printing, Group transaction reporting

Bank Reconciliation

- Quick identification of cleared items
- Bank-to-Book Auto-Calculated Bank Rec Summary
- Convenient Reconciling Entries

Real Time General Ledger

- Classified Balance Sheet Navigation
- Quick reporting and audit

Accounts Payable

- Organize payments to vendors and government agencies
- Disburse accruals by fiscal period.
- Produce detailed disbursement advice

Advanced Bank Transaction Search

- Use multiple search criteria to find bank entries of interest
- Easy reporting on search results

Financial Statement Reporting

- Classified Balance Sheet
- Trial Balance
- Selective GL Account Time-Period Activity
- Debt Collection Results
- Ad Hoc Exports

Online Deposit Reporting

- Bank Transfers

- Depositor Information
- Link Analysis – see relationships between depositors and recipients

Advanced Population-based Purchasing Restrictions

- Define inmate populations based on location, gender, classification, diet, privilege level, sanction, etc.
- Define categories (tags) to group items in restriction bundles
- Set restrictions for shopping privileges (frequency, spending limit)
- Set restrictions per product or product category (tag) (qty, timespan)

Multiple Modes for Commissary Purchases

- Kiosk/tablet
- Phone
- Scantron
- Walkup (concession)
- Mobile Cart
- Vending
 - real time direct debit from inmate account when item vends
 - cloud based vending audit/refill/planogram service
- Direct manual entry
- Trinity Take-Out (hot meals kitchen service)
- SecurePak – family purchases

Smart purchasing from multiple inmate sub-accounts

- Designate priority sub-accounts such as store credits, gift accounts, to be used for commissary purchases in addition to the primary spending account

Review and Dispatch Commissary Orders

- Design Automatic Commissary Order Restrictions and Privileges
- Create Itemized Commissary Refunds

Auto-Credit for Out of Stock

- System-generated credits based on fulfillment outcomes at Keefe warehouse

Indigent Assessment and Indigent Sales

- Automatic financial assessment over time, balance, transaction activity
- Separate catalog, billing structure
- Financial accounting for indigent accounts payable payment to vendor / accounts receivable reimbursement from County (welfare, other)

Bill-Pay Auto-Reconcile

- Select delivery batches to auto-reconcile with inmate receipts
- Auto-create reconciled Accounts Payable payment batch(es) for disbursement
- Option to create split disbursement for Keefe/Tax/Commission

Report Sales by Delivery Batch, Category, and Inmate Receipt details

- In-Line and drill down (retrospective) reporting with advanced filters
- immediate export to Adobe, Excel

Grievance Process – Judgment / Appeal Case Numbers and Case History

- Request / Grievance - Initiate by Category
- Request/Grievance - Officer Initiate
- Request/Grievance – Previewer – Previewer can resolve or dispatch (release) to specialist group

Data Conversion

- Personal Information – IDs, Names, Locations
- Closing Balances from spending and savings accounts
- Unpaid Debts
- Uncleared Checks
- Inmate Account Statements in Adobe Format

Interfaces with Partner Systems

- Inmate Information – JMS/OMS
- Web Services – Real Time
- File Exchange – Scheduled
- Phone Services
- Phone Time Purchases and Refunds - Web Services – Real Time
- Phone Time Purchased via Commissary – Scheduled by Staff User
- Refunds at Release – Web Services – Real Time

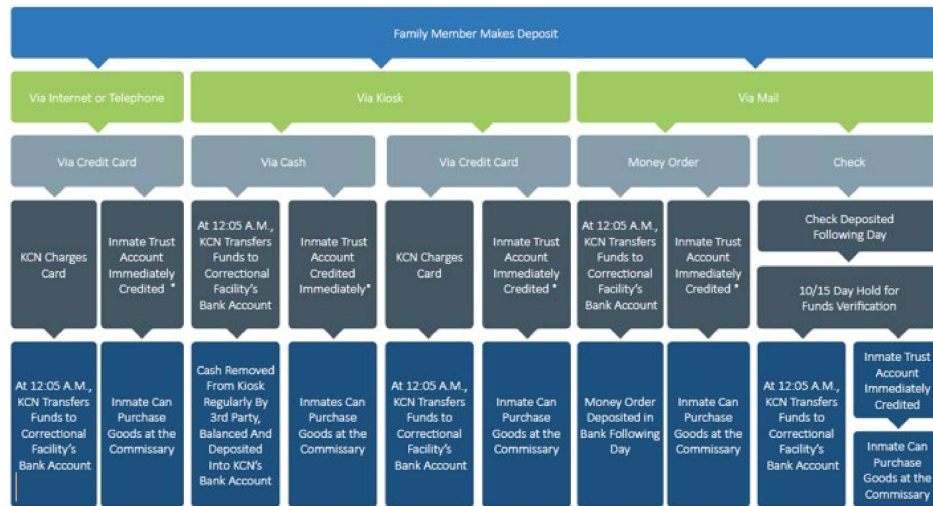
Online Deposits

The Keefe Cloud SaaS Banking system seamlessly integrates with Access Corrections platforms for posting deposits from web, phone, lobby kiosk, intake kiosk, and retail locations such as Dollar General and Family Dollar.

Access Corrections guarantees each deposit accepted from the public and posts the accepted amount to the inmate's account within fifteen minutes of completion of the public user's receipt. All exposure to charge-back and/or fraudulent activity is the responsibility of Access Corrections.

Funds accepted from the public and posted to inmate accounts are transferred from the Access Corrections bank account to the Christian County designated bank account on a nightly basis through ACH transfers.

Flow of Funds



*Majority of facility trust accounts are credited immediately. There are select facilities that choose to pull their transactions from the FTP server according to their schedule.

**KCN transfers funds after midnight.

Fines/Fees/Debt Collection

Keefe Cloud is able to collect inmate fines and fees from available funds or from future deposits as required by the County. The Cloud Banking application goes beyond traditional recoverable technology. Its debt accounting feature supports an independent ledger for the management of fines, fees, and other financial obligations.

The debt collection feature has enhanced user-defined rule-based collection to support deductions from deposits through fixed balance or declining balance calculations. Research charges and payments are at the user's fingertips through a transaction review popup. The system writes off expired fines and fees automatically.

The debt collection function actually counts down the days until an open debt expires. The software's Account Event configuration allows users to specify how long a debt can remain on an inmate account. Once the timer expires, the software automatically performs the transactions to keep further collections from happening. Collection percentages can be defined by Christian County.

Intake Cash Count

The Access Secure Intake booking kiosk is designed to securely collect money from new inmates, with minimal officer interaction.

The kiosk attaches to the Keefe Cloud Banking system and calculates the inmate's deposit as bills and coins are inserted. A receipt is generated when the deposit is completed. Cash is secured within the kiosk throughout the shift and the kiosk totals are automatically reconciled to receipt totals. The booking kiosk relies on a virtual cash drawer in our proprietary software that cannot be manipulated. The drawer is closed every time the kiosk is emptied, and a new drawer

is immediately opened for continual use. When cash is cleared for deposit to the bank, the system automatically resets the kiosk totals for the next shift.

Among its many features, the booking kiosk:

- Accepts cash and coins during intake, and tracks all deposits during each shift
- Allows the booking officer or detainee to insert bills and coins when the detainee's account is opened
- Allows booking deposits to be cleared more efficiently at shift end
- Ensures that booking deposits are secured during shifts and are only accessible by authorized staff
- Reduces the workload, handling of cash and cost of the intake process
- Interfaces seamlessly with Keefe's cash management software

Benefits to you:

- No more handling cash during intake
- No more manually inputting opening balances
- No more human error
- No more counting cash for initial deposits
- No more re-counting cash drawers at shift closing
- No more need to buy a separate cash box

Access Secure Intake reduces facility workload and the costs associated with the intake process and eliminates the possibility of human error.

Cash Drawer Management Overview

Keefe Cloud Banking features a robust Cash Drawer Management module that allows users to manage cash workflows with detailed audit trails. For cash received at intake or for mail deposits, Keefe Cloud Banking structures the facility's workflow with strong controls and separation of duties.

Keefe's Cloud's Cash Drawer Management feature leads the user through drawer open/count/close, adjustments, approvals, reviews, and consolidated bank deposits. All transactions are reviewable in their original cash drawer records and through the bank deposit process.

The system also allows the facility to create and use Cash Drawer types to display to a given user or group. This feature keeps the list of cash drawer types focused on just which drawer or drawers this particular user should be working with.

Reducing the complexity of the drawer type selection process cuts down on inadvertent errors by staff, especially in accounts where numerous cash collecting activities occur in various departments, buildings, or campuses.

Cash Drawer Features

The Keefe Cloud Cash Drawer Management feature automates and audits receipt flows from original entry, through shift close, drawer approval, and bank deposit.

Keefe Cloud Banking Interface - Cash Drawer Deposit

Search Resident By:

Deposit: 20230711 Deposits

Bank: Cash at Bank Officer: jvital@Demo

Date & Time	Accounting Event	From Drawer/Account	To Account	Amount
7/11/2023 11:48 AM	Clear Drawer	Main (71)	Cash Completion	\$622.58
7/11/2023 11:48 AM	Clear Drawer	Annex (72)	Cash Completion	\$100.00
7/11/2023 11:48 AM	Deposit from Completed Drawers	Cash Completion	Cash at Bank	\$722.58

Completed Drawers Detail

Reconcile Bank Statements:

Explain the process.

Keefe Response: Keefe Cloud features Bank Reconciliation that matches bank statement information to the deposits and disbursements Christian County records in Keefe Cloud Banking. Keefe's application gives users convenient online tools for marking transactions as cleared within a period, for adding reconciling transactions, and for reviewing bank reconciliations at any time. Users have the ability to create and manage bank reconciliations, basically collecting transactions that can be cleared against a bank statement.

The Banking Reconciliation function offers users two options for conducting bank reconciliations:

Paper Reconciliations:

- Users manually review a paper bank statement and manually clear the transactions in the Keefe Cloud Inmate Banking portal.

Electronic Reconciliations (currently only offered to Bank of America customers):

- Users upload a bank file and the Keefe Cloud Banking application automatically matches and clears transactions.
- Users can also manually clear transactions.
- Users can switch to paper reconciliation view if needed.

Reporting:

Explain the types of reports that can be ran and requested.

Keefe Response: Keefe Cloud applications feature comprehensive reporting capabilities including more than 50 standardized reports and unlimited ad hoc reporting with parameters Christian County will be able to save and generate as needed.

Date specific ledger account reports are easily generated from the Reports menu and from application pages.

For ad hoc exports, users choose from available fields and filters to create a columnar list of data. Users may save these report templates for future use and to export the results to Excel format for further analysis.

Over 50 Standardized Reports

Online Deposits	Bank Transfers	Detailed listing of deposits received and included in nightly ACH total transferred from Keefe Bank to Customer Bank
Online Deposits	Applied Transactions	Detailed listing of deposits received and pending nightly ACH transfer
Online Deposits	Cash Pickups	Detailed listing of deposits included in a Cash Pickup from the Intake Kiosk
Online Deposits	Booking Receipts	Zero Dollar Intake Kiosk Receipts
Online Deposits	Chargebacks	List of Inmate recipients restricted from deposits due to chargeback activity from a depositor (includes chargeback date and amount owed from the depositor)
Online Deposits	Restrictions	Listing of inmate accounts for whom deposits are restricted and includes drill down to review history of deposit activity
Online Deposits	Recipient Activity	Date Range search for deposit transactions for a given inmate recipient
Online Deposits	Depositor Activity	Name-based search for deposit transactions from a given depositor
Online Deposits	Top Depositors	Date Range list of depositors sorted by number of deposits and total dollar value of deposits
Online Deposits	Transaction History	Date Range listing of all deposit transactions including type of payment and method of deposit - web / phone / kiosk
Online Deposits	Audit	Date Range list of pages visited by facility staff
Online Deposits	Data Detective	Link Analysis connecting depositors and recipients based on either depositor or recipient parameter
Commissary	Purchase Receipt Summary by Inmate with BatchID	
Commissary	Refund Receipt Summary by Inmate with BatchID	

Commissary	Sales Invoice	
Commissary	Sales and Refunds - Summary by Batch for Date Range	
Commissary	Sales and Refunds - Summary by Month and Batch	
Commissary	Refunds - Detail by Inmate for Date Range	
Commissary	Sales and Refunds by Inmate with Order Total Balance	
Commissary	Item Order Summary by Date and Location	
Commissary	Item Purchase List by Unit and Inmate	
Commissary	Item Sales Totals	
Commissary	Items Ordered by Date and Location	
Commissary	Items Ordered by Date and Inmate	
Commissary	Product Order and Refund History	
Commissary	Refund Report with Reason	
Commissary	Commissary Sales for Inmate over Date Range	
Banking	Account Disbursement Advice	Accounts Payable - detailed transactions included in grouped disbursement
Banking	Bank Reconciliation Detail	Cleared and Uncleared checks and deposits for a given bank reconciliation period
Banking	Batch Detail	Listing and total off all transaction included in a Transaction Batch
Banking	Cash Drawer Count	Count Sheet listing currencies handled during a shift
Banking	Cash Drawer Detail	Listing and total of all transactions included in a cash drawer shift

Banking	Cash Voucher	Bar-coded receipt used to redeem cash from the Keefe Cash Release Kiosk
Banking	Chart Of Account with Accounting Event Effects	Listing of all General Ledger accounts and the transaction types which update those accounts
Banking	Classified Balance Sheet	Balances of all General Ledger Asset, Liability, and Equity accounts with facility defined account sub-groupings
Banking	Consolidated Account Summary Transaction Receipt Report	
Banking	Court Order Disbursement Advice	Accounts Payable - listing of total paid in amounts per inmate included In an Accounts Payable Check to a given Court
Banking	Federal Filing Fee Analysis Report	Six-Month deposit averages and totals for a given inmate account
Banking	GL Account Activity	Trial Balance of a user defined selection of General Ledger Accounts over a user-defined time period
Banking	GL Liability Payment Summary	Summary of payments made to a Liability account for disbursement analysis
Banking	GL Month Detail	Calendar month listing of all transactions affecting a given General Ledger Account
Banking	Inmate Debt Recovery Report	User Defined Selection of debt types to be provided to the inmate at release and/or to create debt collection mailings to released inmates
Banking	Offender Account Summary	Transaction History Statement for a single inmate account or statement generation for multiple inmates by housing location
Banking	Offender Balance List	User Defined Selection Criteria for generating an inmate balance list including ranges, debts, locations, and held funds
Banking	Offender Consolidated Statement	Transaction History Statement with separate totals for Spending, Debt, Savings or other sub accounts for a single inmate account or statement generation for multiple inmate accounts by housing location
Banking	Offender Deposit and Withdrawal	Summary and Details of changes to the overall inmate trust liability including overall beginning and ending balance and summary of increases and decreases by transaction type, used for shift, daily,

		weekly, monthly or annual reconciliation of inmate Trust
Banking	Transaction Detail	Audit Trail Report for a given transaction
Banking	Trial Balance	Beginning and Ending Balances of all General Ledger Accounts and including total increases and decreases to those accounts over a given calendar month
Banking	Debt Charged Paid Due	User Defined Selection of debt types and including the amounts charged, paid and outstanding as of a given date
Banking	Offender Charged Paid Due	User Defined Selections of debt types and including the total amount charged paid and outstanding on an inmate-by-inmate basis
Banking	Indigence Review	Listing of inmate accounts that meet the customer-defined criteria for indigency including the date at which the account became indigent
Banking	Offender Transaction Receipt	Customized Receipt for any transaction posted to an inmate account
Banking	Visitor Transaction Receipt	Customized Receipt to be provided to a third party for any transaction posted to an inmate account

Deposit Service Fees:

Provide Deposit Service fees for web, phone, lobby cash, lobby credit (whatever is applicable for your proposal).

Keefe Response:

Deposit Service Fees				
Gross Amount Deposited	Web	Phone	Lobby Cash	Lobby Credit
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.00	\$4.95
\$20.00 - \$99.99	\$7.95	\$9.95	\$4.00	\$7.95
\$100.00 - \$199.99	\$9.95	\$11.95	\$4.00	\$9.95
\$200.00 - \$300.00	\$11.95	\$13.95	\$4.00	\$11.95

Walk-in (\$0.01 - \$900.00) - \$5.95

REQUIRED: The awarded company must be able to integrate with JMS Omnigo.

Keefe Response: Keefe has read, understands and will comply. Keefe's is currently developing this interface and hopes to have it completed very early in 2025. In the meantime, Keefe has developed a workaround that has been deployed at Laclede County, Missouri.

Include anything else that may be pertinent to this process.

ADDITIONAL BIDDER REQUIREMENTS:

Services:

Vendor will download inmate orders, fill them, and ship them to the Christian County Jail in a timely manner.

Keefe Response: The order process begins with an inmate placing his/her order via Keefe's Edge (housing) kiosk application accessible on existing 3rd-party video visitation kiosks (matches current method). Orders are then downloaded to Keefe's service center in Bridgeton, Missouri, where our warehouse software will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order (a sample order receipt has been provided on the following page).

Orders will be packed individually in a clear, plastic, perforated bag and then placed in cardboard boxes sorted by housing location and prepared for delivery. The completed order is shipped via common carrier to arrive on the designated delivery day.

Keefe's commissary system does not allow any inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit and/or facility-approved indigent items.

Zone-Picking

Orders assembled at Keefe service centers use zone-picking methods, designed to maximize efficiency and order accuracy as well as reduce product damage by enabling the packing of heavier items on the bottom. One person is assigned to a zone, which allows them to get to know all the items in their zone and increase their accuracy. Plus, the Order Pick List/Invoice display the ordered items in the same sequence as the zones— promoting efficiency and accuracy.

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility and housing location
- Delivery date
- Item description and quantity
- Item price, sales tax (when appropriate), and total cost [sales tax is calculated, (remitted by Keefe)]
- Inmate's account balance, both before and after sale
- Any items removed from the order, with the reason for removal (e.g. exceeds quantity allowed)

Sample Order Receipt

Page 1 of 1

03/18/2021 02:25 PM Page 1 of 1

03/18/2021 02:25 PM

KEEFE COMMISSARY NETWORK
P.O BOX 17490, St Louis, MO 63178-7490
379 for SOUTHERN REGIONAL JAIL

KEEFE COMMISSARY NETWORK
P.O BOX 17490, St Louis, MO 63178-7490
379 for SOUTHERN REGIONAL JAIL

Name: Sean, Won
ID: 1987 DOB: Bal Before Order: 631.05
Bal After Order: 545.61
Acct #: 19084 Order #: 17319518
CPR #: 6697 Order Date: 03/18/2021
Block: Block A Tier: Unit 2 Cell:

Name: Sean, Won
ID: 1987 DOB: Bal Before Order: 631.05
Bal After Order: 545.61
Acct #: 19084 Order #: 17319518
CPR #: 6697 Order Date: 03/18/2021
Block: Block A Tier: Unit 2 Cell:



Bay-Seq	Qty	UOM	Description	Alias	T	Price
CRJSO						
	5	EA	S.S. HOT COCOA	2070		2.05
	5	EA	KEEFE COLOMBIAN BLEND	2283		26.95
	5	EA	CHILI CHEESE FRITOS 20Z	2737		7.25
	1	EA	(EA)ZC D-DUNX	3245		0.95
	5	EA	BC CHILI W/ BEANS	6173 S		0.00
	5	EA	FC MACKERAL	6178		13.40
	5	EA	TWIN BEEF STICK	6300		6.40
	5	EA	PEPPER - SINGLE PACKET	6518		0.25
	5	EA	GINGER ALE 20OZ	2492		13.10

FACILITY ITEMS	5	EA	\$2 Phone time non-DL	9801 V		5.00
----------------	---	----	-----------------------	--------	--	------

OTHER	5	EA	CHILI RAMEN	6026 N		4.60
			Subbed with Item-6173			

ITEM(S) NOT AVAILABLE-AUTO CREDIT IN PROCESS	5	EA	TEXAS BEEF RAMEN SOUP	6018 C		4.60
--	---	----	-----------------------	--------	--	------

Sub-Total: 84.55
Tax: 0.89
Total: 85.44

SHORTAGES/CANCELLED

Alias	Qty	Description	Reason
3230	5	(EA) ZC PB WAFERS	Item restricted
3245	4	(EA)ZC D-DUNX	Exceeds quantity limit

I have checked and received this order with any and all credits/shortages as indicated herein.

Signed: _____ Date: _____

Witnessed By: _____ Date: _____

Bay-Seq	Qty	UOM	Description	Alias	T	Price
CRJSO						
	5	EA	S.S. HOT COCOA	2070		2.05
	5	EA	KEEFE COLOMBIAN BLEND	2283		26.95
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	5	EA	FC MACKERAL	6178		13.40
	5	EA	TWIN BEEF STICK	6300		6.40
	5	EA	PEPPER - SINGLE PACKET	6518		0.25
	5	EA	GINGER ALE 20OZ	2492		13.10

FACILITY ITEMS	5	EA	\$2 Phone time non-DL	9801 V		5.00
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I have checked and received this order with any and all credits/shortages as indicated herein.

Signed: _____ Date: _____

Witnessed By: _____ Date: _____

Vendor will train the Sheriff's Office employees on all contracted software updates and equipment at no cost to the County.

Keefe Response: Keefe has read, understands and will comply.

Vendor will provide free 24/7/365 technical support. Providing two phone numbers for support at all times.

Keefe Response: Technical Support will be provided to Christian County through Keefe Group's 24 x 7 x 365 toll free assistance line staffed by Keefe Group Technical Services training personnel located in St. Louis, Missouri.

Phone requests are routed through CISCO Call Manager on a 24 x 7 x 365 basis. Phone requests are placed by dialing 800-864-5986. Phone services are available during business hours, defined as 6 AM – 7 PM Monday through Friday. During business hours, inbound calls are answered by our Tier 1 support team for incident creation and initial troubleshooting or routing of the call to the technician assigned to the open incident. If they are unable to resolve they will assign the incident to a technician in the appropriate support group.

If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and alerts the Tier 1 and other support teams of the voicemail. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred.

Any inbound call outside of business hours will be requested to leave a voicemail for after-hours support. A technician will call back within 30 minutes of a voicemail being left. There is a team of technicians on call 24/7 with manager escalation points. On-Call staff is equipped with equipment in order to support our customers while outside of our central office.

Vendor will provide banking software that tracks and controls inmates' monies. It must also be facility-friendly. The vendor will provide a debit card system and cards for inmate balance refunds.

Keefe Response: Keefe has read, understands, and its proposed solution meets these requirements. Information on Keefe's proposed banking system has provided in this response.

Equipment/Deposits of inmate money to kiosk:

Provide and maintain a money deposit kiosk in the lobby area and pre-booking room. Keep the computer system updated with complete information on commissary items available as well as pricing. Work with existing inmate phone vendor system for integration for inmates to order.

Keefe Response: Keefe has read, understands, and its proposed solution meets these requirements.

Vendor will provide all equipment; the facility will provide the needed electricity and network connectivity.

Keefe Response: Keefe has read, understands, and will comply.

The inmate's family must be able to add funds from home or inside the facility to the inmate's account on a secure system at a minimal fee to the friend or family placing the funds.

Keefe Response:

Deposits & Payments Overview

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and eighteen (18) state department of corrections.

Access Corrections' Deposit and Payment services provides family and friends quick, efficient, and easy to access options of sending funds to offenders as well as to make payments for bond/bail and other obligations due. The agency has the flexibility to set different transaction limits and rules for each service offered. This ensures policy/procedures are followed and agency efficiencies are maximized.

Our platform can process a wide variety of transactions, including parole, probation, and many types of court ordered payments. The probation and parole payment options are limitless with the most common being; supervision fees, program fees, drug screening, monitoring and restitution. Court ordered payments can be made for a variety of different obligations such as fees/fines, child support, licensing records, etc.

Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, or walk-in retailer.

Deposit Service Fees				
Gross Amount Deposited	Web	Phone	Lobby Cash	Lobby Credit
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.00	\$4.95
\$20.00 - \$99.99	\$7.95	\$9.95	\$4.00	\$7.95
\$100.00 - \$199.99	\$9.95	\$11.95	\$4.00	\$9.95
\$200.00 - \$300.00	\$11.95	\$13.95	\$4.00	\$11.95

Walk-in (\$0.01 - \$900.00) - \$5.95

Vendor will provide and maintain a minimum of two (2) Direct-Debit vending machines with a barcode scanning system.

Keefe Response: Keefe is currently providing the county 2 snack vending machines utilizing Keefe's direct-debit service with barcode scanning capabilities and would continue do so under a new contract.

Service Fee:

Vendor will pay the Christian County Jail a monthly service fee based on the sales of commissary items. The total commission for gross sales will be flexible and agreed upon by the vendor and Christian County.

Keefe Response: Keefe has read, understands. Keefe is proposing a commission rate of 40%.

Menus of items:

Items will be reviewed and allowed to be changed as needed and/or rejected if items are not suitable for the facility. Menu cost adjustments will not exceed a 3% increase annually.

Keefe Response: Keefe Response: Keefe has read, understands and will comply.

Terms and conditions:

The agreement will be in effect for one year with the option of three (3) one-year renewals. The renewals must be approved by Sheriff Cole and the County Commission

Keefe Response: Keefe has read and understands.

Summary of Proposed Commissary Plan

What's Included in Proposal

- Full use of Keefe's Online Banking & Commissary systems (*transition from the current systems*)
- Keefe's Edge (housing) Kiosk Application (order entry/account history), accessible via existing 3rd-party video visitation kiosks
- Deposit services (phone, web, walk-in)
- 1 Lobby kiosk (*facility responsible for removal of cash*)
- 1 Intake kiosk (*facility responsible for removal of cash*)
- Keefe's Direct-Debit vending service
- 2 snack vending machines with touchscreens
- Interface with the County's Jail Management System (Omnigo)
- Secure Debit Release Card service, with 2 handheld scanners
- Keefe to provide its own network

Optional Services/Programs (not requested in RFP)

- Securepak Package Program (*web sales*) - *can be included in proposed offering*
- Bail/Bond service

Commissary Service Highlights

- **Frequency of Bagged Ordering:** Twice per week
- **Orders Placed Via:** Keefe's Edge (housing) Kiosk Application (*accessible via existing 3rd party video visitation kiosks*)
- **Order Bagging Location:** Keefe's Service Center in Bridgeton, Missouri
- **Order Turnaround Time:** One day
- **Orders Distributed to Inmates By:** Facility Staff
- **Vending Machines Stocked by:** Facility Staff

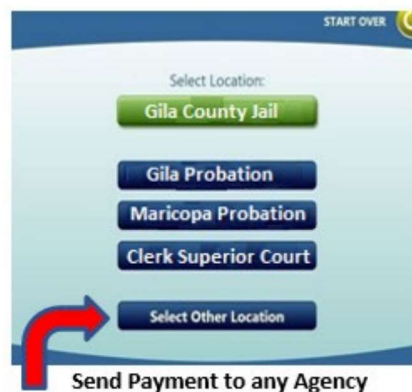
Equipment Included

Lobby Kiosk (1)

Keefe has the largest network of transaction kiosks in the country servicing government agencies. Family and Friends enjoy the convenience of our **800+** transaction kiosks located throughout the US. Our transaction kiosks allow users to make a deposit or payment for any agency that Keefe services regardless of its' location.



ACCESS SECURE PAYMENTS PROCESSES MANY FINANCIAL OBLIGATIONS!	
Probation & Parole	Court Ordered Payments
Supervision Fees	Child Support
Program Fees	Fees & Fines
Drug Screening	Restitution
Monitoring Fees	



Deposit Purpose Feature

Our Deposit Purpose feature allows depositors to make deposits for a specific purpose. This can include Trust Fund Deposits, Bail, Probation and Parole, Medical, etc. The deposit purpose fields can be customized per the facility's needs. By identifying what the deposit is for it allows for easier understanding and reconciling of each deposit. These deposits can be made via lobby kiosk, web or phone.

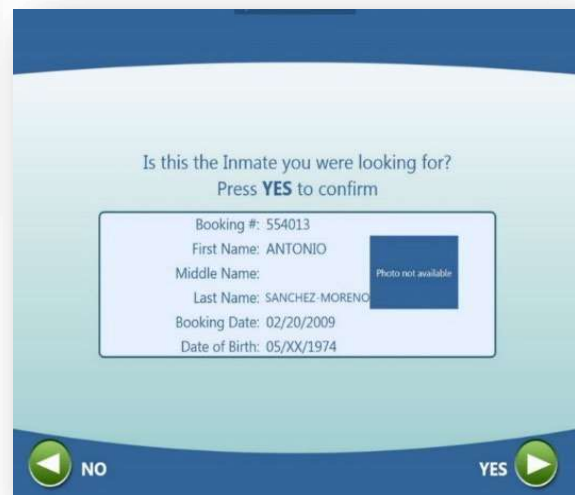
Lobby Kiosk

Our Lobby Kiosk can be setup with our Deposit Purpose feature. This allows the depositor to identify what purpose they wish to make a deposit.

The depositor first searches for and then selects the offender:



This screenshot shows the initial search screen of the lobby kiosk. At the top, there is a 'START OVER' button with a circular arrow icon. Below it, a message reads: 'Please enter Last and First Name by using the on-screen keyboard. When you are done, select **NEXT** to continue!'. There are two input fields: 'Last Name' and 'First Name'. Below these fields is a large on-screen keyboard with letters, numbers, and symbols. At the bottom of the screen, there are two large buttons: 'BACK' with a left arrow and 'NEXT' with a right arrow.



This screenshot shows the confirmation screen of the lobby kiosk. It asks: 'Is this the Inmate you were looking for? Press **YES** to confirm'. Below this is a box containing inmate information: 'Booking #: 554013', 'First Name: ANTONIO', 'Middle Name:', 'Last Name: SANCHEZ-MORENO', 'Booking Date: 02/20/2009', and 'Date of Birth: 05/XX/1974'. To the right of this information is a placeholder for a photo, labeled 'Photo not available'. At the bottom of the screen, there are two large buttons: 'NO' with a left arrow and 'YES' with a right arrow.

After the offender is selected, a list of deposit purposes will display. This allows the depositor to select the purpose of their deposit. The list of deposit purposes can be customized per facility.

We accept both cash and credit/debit card deposits. The depositor then selects their method of deposit to complete.

START OVER

Logname: [redacted] Password: [redacted]

List of Deposit Purposes!

TRUST FUND
Credit towards a Trust Fund Account.

BAIL
Credit towards a Bail account.

PAROLE and PROBATION
Credit towards a Parole account.

MEDICAL
Credit towards a Medical account.

BACK

Results Page 1 of 1 (Total : 4 items)

START OVER

Logname: [redacted] Password: [redacted]

Select **Cash** or **Credit**

Cash

Credit

We Accept:

VISA

MasterCard

BACK

Intake Kiosk (1)

The Secure Intake kiosk is designed to collect money from new inmates, securely and with minimal staff interaction. The self-service kiosk features a large, easy to navigate touchscreen display for inmate registration and validation. Inmates and/or facility staff can feed a stack of bills or pour coins directly into the acceptors for automatic counting – saving time and eliminating the potential for error. The kiosk provides a printed receipt with a unique confirmation number and deposit totals.

Intake Kiosks features include:

- Automatic counting of cash and coin
- Large capacity acceptors
 - Holds up to 1,000 bills and 2,000 coins
- Deposit tracking during each shift
- Accessible only by authorized staff
- **Security Controls**
 - Conduct automatic real time OFAC checks
 - Detect and reject counterfeit currency
 - Gather additional information for high dollar transactions
 - Audit access to kiosk components and cash bins

Facility Benefits:

- Less intake process workload, cash handling and cost
- Interfaces seamlessly with cash management software
- Manual input and human error are eliminated
- Online shift reporting for cash management
- Intake Kiosk can be configured to accept Bail Payments



Booking ID:3333 START OVER

First: JOAN Middle: R Last: SMITH

DOB (MM/DD/YYYY): 4 / 5 / 1987 Phone:

Address:

City: State: Zip Code:

Q W E R T Y U I O P Backspace 7 8 9

A S D F G H J K L Next Field 4 5 6

Z X C V B N M Symbols 1 2 3

CAPS Space 0 . Del

BACK NEXT

INMATE REGISTRATION

Supply and validate information directly on the kiosk

CONFIRMATION & RECEIPT

Inmate receives immediate confirmation of the pending transaction

START OVER

Deposit Request Completed

Total Deposit Amount: \$52.79

Please take your receipt

Press DONE to exit from this session

Intake Kiosk Receipt

Time: 8/27/2014 14:11

Receipt ID: 79736532

Terminal ID: 12345678

Resident ID: 3333

Name: JOAN R SMITH

Bills: \$49.00

Coins: \$3.79

Total: \$52.79

Snack Vending Machines (2)



Specifications

Enclosure:

Rugged, 14-gauge metal

Lexan glass front on all snack machines, tempered glass with Lexan front on all refrigerated machines

Front door access allows machine to be placed against the wall

Slide-out components allows for easy re-stocking Four adjustable, leveling feet

Power Requirements:

Standard 20 amp/110 volt power Optional uninterruptible power supply Amperage used:

Snack Machines, 3.0 amps

Dimensions & Weight:

72"H x 39"W x 35"D

686 lbs.

Pricing

The bidder is required to provide pricing for the vending machine items in the LINE ITEMS tab. Christian County is utilizing the Market Basket approach for the Vending Machine Items.

1. Vending Machine Items Pricing.

Under the LINE ITEMS tab - #1 - #30 enter the pricing for the vending item listed/equivalent (with the same weight) for the vending machine.

Keefe Response: Pricing for the vending items has been entered in LINE ITEMS tab - #1 - #30, as requested. A proposed commissary menu (matching the current menu) has been uploaded under Requested Attachments #3.

2. Service Fee (Commission Fee) Structure:

Under the LINE ITEMS tab - #31 enter the Service Fee (Commission Fee).

Keefe Response: The commission fee has been entered in LINE ITEMS tab - #31, in addition to the Proposal Response, as requested.

Currently Christian County receives a monthly service fee based on sales of commissary items. The total amount of commission for gross sales will be provided here under the Pricing Structure below. Pricing (Service Fees - Commission Fees) This Fee will be firm fixed throughout the contract term and optional renewals if taken.

Explain, in detail, how your commission structure is determined, for example:

Keefe Response: The commission fee (rate) is based on the weekly, adjusted gross commissary sales. Adjusted gross sales are defined as, gross sales less postage sales or other noncommissioned sales, as shown below.

$$\begin{array}{r} \text{Monthly Sales} \\ \text{Less Postage/Non-Commissionable Items} \\ = \text{Adjusted Gross Sales} \\ \times \text{Commission rate} \end{array}$$

* Postage sales and stamped envelopes are noncommissioned.

Provide your SERVICE FEE (COMMISSION RATE) to Christian County in a percentage terms under the LINE ITEMS tab #31. This Fee will be firm fixed throughout the contract term and optional renewals, if exercised.

Keefe Response: The service fee (commission rate) has been entered in LINE ITEMS tab - #31 (as well as in this section of the response) as requested. Keefe agrees that this Fee will remain fixed throughout the contract term and optional renewals, if exercised.

Provide ALL costs for your services not already listed above. This includes training, software maintenance, etc.

Keefe Response: Keefe's pricing and commission has accounted for all the costs associated with the commissary service. There will be no additional costs to Christian County or its inmate population.

Renewals

Prices will remain firm for a minimum of the first year of the contract. Cost increases may be negotiated at the time of renewal, but will be subject to approval by the Sheriff, Purchasing Manager, and County Commission. Increases will be considered only when the Contractor can show that his operating costs have increased, i.e. Midwest CPI https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm. Written justification for increases will be required. The contractor shall provide written notification of acceptance or rejection of the extension of this contract.

The Service Fee for online Commissary items will remain firm through out the contract term, and renewals, if exercised.

Keefe Response: Keefe has read, understands and will comply.

Term:

The contract is for one year with options to renew for an additional three (3) one year term.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

Keefe Response: Keefe has read and understands.

References:

Provide three references that you have contracted with in similar scope/size. Include name of company, contact name, phone number, email and date of service of contract. The vendor shall agree to authorize its references to furnish any information requested by Christian County to verify references provided and to determine the quality and timeliness of previous work performed. This should be submitted under the **ATTRIBUTES TAB**.

Keefe Response: Keefe has read, understands and will comply. References were submitted under the Attributes Tab.

Attachments

St. Louis County Business License

Certificate of Good Standing

Certificate of Registration Sale of Checks Law

*Exceptions to the Requirements Stated in **CC Insurance Requirements rev 0824** Form*

MERCHANT

COLLECTOR OF REVENUE ST. LOUIS COUNTY, MISSOURI

ACCOUNT NUMBER	SCHOOL DISTRICT	SUB CODE	LICENSE FEES	
B0121764A	126P		5	00

TAX YEAR
2023

TKC HOLDINGS INC
1260 ANDES BLVD
ST LOUIS MO 63132-1702

RETAIN THIS PORTION FOR YOUR RECORDS

FOR QUESTIONS REGARDING YOUR
LICENSE CALL (314) 615-5104

**THIS IS NOT A BILL
YOUR ST. LOUIS COUNTY LICENSE IS ATTACHED BELOW.**

The license is valid only for the name and location printed on the license. The license expires on December 31, for the year printed on the license.

OCCUPANCY PERMIT AND ZONING INFORMATION:

Nonresidential use of property located in the unincorporated area of the County requires an occupancy permit. The issuance of a Merchant or Manufacturer license does not authorize the occupancy of building space nor does it imply that the use of the property meets local zoning requirements. For information concerning an occupancy permit, call the St. Louis County Department of Public Works at (314) 615-5184. For information regarding zoning, contact the St. Louis County Department of Public Works at (314) 615-2525.

If your business is located in an incorporated area of St. Louis County, contact the local city hall to find out if there are any other types of licenses required by the local municipality.

The issuance of this license does not imply that the use of the property meets local zoning requirements or that an occupancy permit has been obtained.

Detach the license below and display it in a conspicuous place at the business location.
Retain a copy of this license for your records.

2024

ST. LOUIS COUNTY LICENSE

2024

TO ALL WHO SHOULD SEE THESE PRESENTS - GREETING: KNOW YE that licensee has paid the Collector of Revenue of said County, the sum of \$ 5.00, and is authorized to maintain a place of business as a MERCHANT for term ending December 31, 2024.

FAILURE TO PAY STATE OR LOCAL TAXES WILL RENDER THIS LICENSE NULL AND VOID

LICENSEE

KEEFE GROUP LLC
10880 LINPAGE PL
SAINT LOUIS MO 63132

ACCOUNT NUMBER
B0121764A



In testimony whereof, I, Tony L. Smee, Director of Revenue of St. Louis County, have hereunto set my hand and affixed the seal of said County.

Mark R. Devore, Collector of Revenue

Tony L. Smee, Director of Revenue

A failure to pay state or local taxes will render this license null and void.

THIS LICENSE SHALL BE POSTED IN PLACE OF BUSINESS AND IS NOT TRANSFERABLE.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

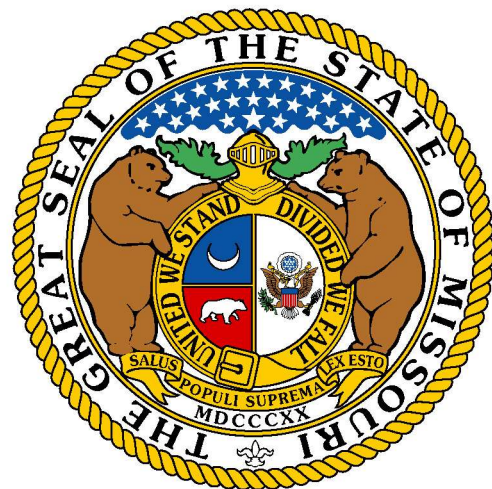
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

KEEFE COMMISSARY NETWORK, L.L.C.
LC0029884

was created under the laws of this State on the 20th day of July, 1999, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of October, 2024.


Secretary of State



Certification Number: CERT-10232024-0044

Governor Michael L. Parson
State of Missouri

Mick Campbell
Commissioner of Finance



DIVISION OF FINANCE

301 West High Street, Room 630
PO Box 716
Jefferson City, MO 65102-0716
(573) 751-3242
finance.mo.gov

To:

Ms. Cindy Hunter
Keefe Commissary Network, L.L.C.
10880 Lin Page Place
St. Louis, Missouri 63132

ISSUED

APR 11 2024

DIVISION OF FINANCE
STATE OF MISSOURI

From: Cora Kuykendall, Consumer Credit Licensing Section
Phone 573-751-3463; Fax 573-751-9192

Re: Licenses

of Licenses Enclosed: 1

Fee Received \$400.00

Issuance
Type:

- ☐ New
☒ Renewal
☐ Amended
☐ Duplicate
☐ Other _____

Licensing
Year Ending: 2024

License
Type:

- ☐ Chapter 364 - Missouri Financing Institution Licensing Act
☐ Chapter 365 - Motor Vehicle Time Sales Act
☐ Chapter 367 - Small Loan License
☐ Section 408.500 - Small, Small Loan License (\$500 and under)
☐ Section 408.510 - Consumer Installment Lender
☐ Chapter 407 - Credit Services Organization
☒ Chapter 361 - Sale of Checks / Money Transmitter
☐ Chapter 364 - Premium Finance
☐ Section 361.749 - Earned Wage Access
☐ Chapter 436 - Consumer Legal Funding
☐ Chapter 367.500 - Title Loan Licensing Act

Licensed
Address:

Keefe Commissary Network, L.L.C. d/b/a
Access Corrections
10880 Lin Page Place
St. Louis, Missouri

Lic# MO-24-5736



MO-25-5736
Renewal

**CERTIFICATE OF REGISTRATION
SALE OF CHECKS LAW**

This is to Certify, that Keefe Commissary Network, L.L.C. d/b/a Access Corrections, having complied with the provisions of Chapter 361, Revised Statutes of Missouri, by this certificate is authorized and empowered to conduct a sale of checks business in the State of Missouri, under the name of

Keefe Commissary Network, L.L.C. d/b/a Access Corrections

subject to revocation as provided by law. This certificate cannot be assigned and is for a period beginning on the 16th day of April, 2024 and ending with the 15th day of April, 2025.

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office, at the City of Jefferson, County of Cole, and State of Missouri.

Mick Campbell, Commissioner



INSURANCE REQUIREMENTS

Exceptions to the requirements stated in RFP document: ***CC Insurance Requirements rev 0824.***

- 1) The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with Christian County within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in a question prior to cancellation of such insurance. Such notices shall be mailed, to:

Keefe's Response/Exception:

- Our insurance company will not, notify any 3rd party like the County of any change only cancellation.
- Our insurance company and TKC will not send anything via certified, registered or return receipt requested mail.

- 2) NOTE: Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement thirty (30) days written notice to be given by the insurance company in question prior to cancellation of such insurance must be met wherever permitted by law.

Keefe's Response/Exception: Our insurance company will not notify any 3rd party like the County of any change only cancellation.



2024-16 Addendum 1

Keefe Commissary Network LLC

Keefe Group

Supplier Response

Event Information

Number: 2024-16 Addendum 1
Title: JAIL COMMISSARY SERVICES
Type: Request for Proposal
Issue Date: 10/22/2024
Deadline: 11/20/2024 09:00 AM (CT)
Notes: **ADDENDUM ONE**

TO PROSPECTIVE BIDDERS:

This bid will be extended until November 20, 2024 at 9:00 a.m.

The original Request for Proposal documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document. The following are questions submitted by prospective bidders and the official response from Christian County.

A preproposal conference/site visit was held on November 6, 2024 at 9:00 a.m. The following are attendees of that conference, they are: Amy Wilson and Halbert Torraca, Tiger; Jason Lawrence and Kim Shackles, TurnKey; Aaron Sickles and Brad Milton, Keefe; Eric Terry,

CTC; Travis Peterson, Summit; Levell Coppage and Hanna Rogers, Stellar Services; Captain Craig, Lieutenant Rosso, CC Sheriff's Office; Kim Hopkins-Will and Janeen Milner, CC Purchasing.

Question 1: Could you clarify the required level of integration with JMS Omnigo? For example, what specific data needs to be shared, and are there any anticipated compatibility issues with legacy systems?

Answer 1: Compatibility is between the bidder and the software company Omnigo. The information that is shared includes name, booking ID, and location (what POD or House Unit).

Question 2: Could you share any anticipated plans for future system upgrades to JMS Omnigo that we should consider in our proposal? This will help us assess compatibility and plan for any necessary adjustments.

Answer 2: That will be between the awarded bidder and Omnigo.

Question 3: Could you specify who will be responsible for restocking and maintaining the vending machine on an ongoing basis? For instance, is this expected to be handled by the vendor or county staff.

Answer 3: Christian County staff.

Question 4: How many orders per month, over the last three months, have been placed through the commissary?

Answer 4: From 8/1/24 – 10/31/24 – there were 1,184 orders

Question 5: Please provide the current commissary list with pricing from the existing vendor. Do prices include tax on the commissary order form?

Answer 5: See attached Commissary listing with pricing. Prices do not include tax, but tax is included when the inmate sees it on the kiosk.

Question 6: Who is the County's current Internet Service Provider?

Answer 6: Springnet and Optimum are used in tandem for redundancy.

Question 7: What is the current commissary delivery schedule and process? Who is responsible for handing out commissary orders, staff or vendor?

Answer 7: Tuesdays and Thursdays are delivery days. Orders must be in by Monday by 10:00 a.m. for Tuesday delivery and Wednesday at 10:00 a.m. for Thursday delivery.

Question 8: Could you share the facility's average daily population (ADP), and would it be possible to provide ADP data for the past two years?

Answer 8: 140 is the ADP.

Question 9: Could you provide a report of the facility's annual commissary revenue from the last year?

Answer 9: From October 2023 through October 2024 Commissary Sales were \$118,244.68.

Question 10: Are there currently any spending limits per commissary order, and if so, what are they?

Answer 10: \$150 per order.

Question 11: What is the current commissary delivery schedule and process? Who is responsible for handing out commissary orders, staff or vendor?

Answer 11: See Answer #3 and #7 above for the first question.

Question 12: Can you please provide a copy of the current commissary menu with pricing?

Answer 12: See attached, Exhibit A.

Question 13: What have been the total commissary sales for the past 12 months, minus non-commissionable items and/or phone time?

Answer 13: See Answer #9

Question 14: What is the current inmate banking software?

Answer 14: Keefe

Question 15: Who fills the vending machines?

Answer 15: Christian County staff.

Question 16: Can we use the jail's internet, or do we need our own service?

Answer 16: The awarded bidder must provide their own internet service.

Question 17: Does the facility personnel take deposited funds to the bank?

Answer 17: Yes

Question 18: Can we offer our care pack program, where friends and family can purchase gift baskets online for jailed loved ones?

Answer 18: If you provide this information, we may consider it.

Question 19: Does facility personnel hand out commissary?

Answer 19: Yes.

Question 20: Are we permitted to charge \$1.00 for phone time purchases? (movement transaction)

Answer 20: We currently do not charge inmates for movement transactions.

Question 21: Are the indigent items ordered through commissary and if so could we get the sales for the last 12 months?

Answer 21: See answer #9

Question 22: What is the current commissary commission rate?

Answer 22: 38%

Question 23: Could you please provide a sample of the barcode inmates use with the vending machines?

Answer 23: See barcode under attachments. It would normally have an inmate photo on the left of the name.

**All else remains the same.
END OF ADDENDUM ONE**

INTRODUCTION:

Christian County Sheriff's Office is accepting proposals for Request for Proposal #2024-16 Jail Commissary Services in accordance with

the requirements stated herein. The purpose of this request for proposal is to enter into an agreement with a qualified jail commissary vendor. The vendor is to provide a snack food vending machine, products for the machine, an online commissary with a user friendly software and reporting, in which an inmate could purchase products/services that are preapproved by the Christian County Sheriff's Office and delivered to the Christian County campus, FOB destination.

QUESTIONS:

Please submit questions online through the Christian County Electronic Bidding portal before **November 4, 2024, at 9:00 a.m.** Christian County Sheriff Brad Cole will review all questions submitted and an Addendum will be issued with those answers, when applicable.

PREPROPOSAL/SITE VISIT CONFERENCE:

A preproposal conference will be held on **November 6, 2024, at 9:00 a.m.** The meeting will be held at:

**Christian County Employee Services Building
202 W. Elm Street
Ozark, Missouri 65721**

The Sheriff's Office will provide a site tour of the facility after the preproposal conference. During the site visit you will have an opportunity to review the equipment onsite. Vendors are not required to attend but are *highly encouraged* to attend the conference.

To register for the conference email:

purchasing@christiancountymo.gov to register for the preproposal conference by: **November 4, 2024 by 3:00 p.m.** In the email provide the following:

- **Company's Name and Address**
- **Attendees contact information: Name, Title, Email, Phone**

Note: Only vendors in the referenced business will be allowed to participate in this conference/site visit.

ADDENDUMS:

If it becomes necessary to revise any portion of this RFP package, or if additional information is necessary to clarify any provision or respond to questions, the revision and/or additional information will be provided through the bidding portal.

ONLINE REGISTRATION:

Christian County requires online bid submittals as it helps to expedite the bidding process and to alleviate errors. Click on the following link: **<https://christiancountymo.ionwave.net/Login.aspx>** and follow the directions to register. **No faxed or emailed** submittals will be

accepted. Christian County maintains a list of vendors in our online vendor registration database. It is the vendor's responsibility to update contact information. The Christian County Commission office is not obligated to send invitations to vendors. Christian County fulfills its legal requirements by posting a notice in the local paper. Christian County will send out Addendums through the online portal, it will be the bidder's responsibility to verify in the portal any addendums that are issued.

RFP OPENING:

Proposals will be unsealed publicly at **9:00 a.m. on November 18, 2024.** Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

TERM:

Christian County seeks an initial contract term for a **period of a one (1) year beginning approximately January 1, 2025.** The County reserves the right to renew the contract for three **(3) additional one-year periods.** Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

TERMS AND CONDITIONS:

View under ATTACHMENTS tab.

PROPOSAL RESPONSE:

See the Attributes tab for proposal response

EVALUATION AND SELECTION PROCESS:

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, vendors may be short listed, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

Each Proposer must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

EVALUATION CRITERIA:

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

70% Total Cost

30% Adherence to RFP requirements, including but not limited to:

Firm Qualifications, Declaration Page, Answers to Questions in the Attributes tab, Exceptions to Christian County's T&C's and References.

Note: A poor/negative reference may result in disqualification.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

CONTRACT DOCUMENTS:

See Christian County Agreement for Contract Services under the **ATTACHMENTS** tab.

INSURANCE REQUIREMENTS:

See insurance requirements attached in **ATTACHMENTS** tab.

DECLARATION PAGE FORM:

A DECLARATION PAGE form is provided under the ATTACHMENTS tab. An authorized Company representative's signatures is required below to confirm understanding of this statement.

NOTE: Failure to upload a completed DECLARATION PAGE form may be cause for rejection of your proposal.

AWARD OF THE CONTRACT:

The Commission will award the RFP to the lowest and best bidder. The best vendor may not be the one that provides the lowest price. Christian County Purchasing Manager reserves the right to reject in whole, or in part, any and all proposals, to waive any formalities, and to accept the proposal determined to be in the best interest of the county. This solicitation may also be canceled in whole or in part if determined to be in the best interest of the county.

Prices will remain firm for a minimum of the first year of the contract. Cost increases may be negotiated at the time of renewal, but will be subject to approval of Sheriff Cole and the Purchasing Manager. Increases will be considered only when the Contractor can show that his operating costs have increased. The contractor shall provide written notification of acceptance or rejection of the extension of this contract.

HISTORY:

Christian County provides inmates the ability to purchase items from a vending machine and an online commissary. There is a financial component where the inmate is set up so as to purchase items, on their own account, with a wide range of products they can purchase. Christian County is not charged for the vending machine equipment. Christian County receives a monthly service fee based on sales of commissary items. Christian County has utilized Keefe's Commissary Services since 2013.

The equipment Christian County currently receives from Keefe are as follows

- 1 Keefe Server
- 2 vending machines (inhand barcode scanning)
- 1 Lobby Kiosk
- 1 Intake Kiosk
- Keefe Network - 1 checkpoint firewall

The services we currently receive from Keefe are as follows:

- Keefe Legacy onsite server configuration
- Legacy Vending (Bulk Vending Inhand)
- Keefe Network
- DSL w/homewave
- 3rd party legacy edge on homewave kiosks
- TEX
- Trinity Take Out
- JMS Omnigo-legacy booking integration without using reachout.
- Secure Release - RFS
- Access Correctios-Secure deposits Phone, Web, Lobby kiosk

Note: The awarded company must be able to integrate with JMS Omnigo.

Contact Information

Contact: Kim Hopkins Purchasing Manager

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Email: khopkins@christiancountymo.gov

Contact: Aaron Sickles
Address: 10880 Linpage Place
St Louis, MO 63132
Phone: (314) 255-4788
Email: aaron.sickles@keefegroup.com

Bid Attributes

1

Christian County Terms and Conditions

Please download and thoroughly review the Christian County Bidder Requirements Terms and Conditions, the Christian County Sample Contract Agreement and acknowledge your acceptance below.

☒ I have downloaded and read all attachments.

2

No Deviations or Exceptions to Terms and Conditions and Contract Agreement Form

I certify that there are NO deviations or exceptions to the attached Christian County Terms and Conditions and Contract Agreement Form.

By indicating Yes - you are agreeing to Christian County's Terms and Conditions and our Agreement for Contract Services.

By indicating No - you are not agreeing to Christian County's Terms and Conditions and our Agreement for Contract Services.

Yes, I have read and agree to the Terms and Conditions.

3

Exceptions to Terms and Conditions.

If respondent indicated above that there ARE exceptions to Christian County's Terms and Conditions or Contract Agreement Form please provide details below. If No exceptions to Christian County's Terms and Conditions, please enter N/A.

N/A

4

TERM OF CONTRACT

TERM:

Christian County seeks an initial contract term for a **period of a one (1) year beginning approximately January 1, 2025.** The County reserves the right to renew the contract for three **(3) additional one-year periods.**

5

BIDDER REQUIREMENTS

BIDDER REQUIREMENTS

6

PROPOSAL RESPONSE FORMAT

****PROPOSAL RESPONSE AND PRICING FORMAT****

IMPORTANT: Please UPLOAD one document with all of the information listed in #6. Please list it as it is described in order.

Also the Bidder Requirements under the ATTACHMENTS document should be addressed in this response.

INCLUDE COMMISSARY SERVICE FEES IN THIS DOCUMENT AND ENTER IT UNDER THE LINE ITEMS TAB.

Company History/Background/Firm Qualifications

Title Page:

Include company name, address, telephone number, fax number, email address and contact name.

Executive Summary:

This one-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary.

Detailed Response:

This section should constitute the major portion of the proposal and must contain at a minimum the following information:

Page 10 of 18 pages

Vendor: Keefe Commissary Network LLC

2024-16 Addendum 1

1. A brief **history and background** of the company, including but not limited to: ownership, date business started, (including business name changes), mission statement, etc.
2. A **complete narrative** of the *vendor's assessment of the services to be performed*, the vendor's ability and approach (implementation), and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations. Be specific. This should include but is not limited to implementation team, intake team, customer requests, technical requests, customer service/technical support for all equipment, customer issues and software concerns. Note: Christian County requires Technical Support 24/7/365. Please provide toll free/local phone numbers to contact.
3. Provide a listing of any **data or information** which the vendor will require in order to undertake the project.
4. Provide any certifications you may have for the industry standards.
5. Provide information on applicable prior projects completed for Christian County Sheriff's Office.
6. A description of the vendors intended relationship with county staff, including the level of assistance anticipated in completing the work of this project.
7. Explain in detail your training methodology for Sheriff staff on equipment/software/reporting.
8. A description of any subcontracts and associations with other firms that the vendor proposes to utilize in the performance of this work. Fully describe the intended working relationships and responsibilities of each subcontracted firm and the number of past projects in which the vendor worked with each subcontracted firm.
9. Provide a **detailed** transition plan, if applicable. **Include milestone dates.**
10. Note that your software must interface with Christian County's JMS Omnigo software at no cost to Christian County.
11. Include **three references** - this should include jobs/contracts that your company has held that are similar in scope and size to this project.

Qualifications:

Include the following documentation of qualifications. Note that the company must have been in this business for at least five years and have worked with an inmate/detention center settings with vending machine/commissary services.

1. Copy of any license(s), certification(s), registration(s)
2. Provide a copy of any document **required** by the State of Missouri, local or federal authorities having jurisdiction for the vendor to perform the work of this project.

Key Personnel/Staffing:

Project Manager/Other Key Personnel:

Provide the Project Manager and implementation team that will be performing this contract, contact information and short biography. Resumes may be requested. Details, experience for employees that will work on this contract. The project manager is defined as a person who has day-to-day responsibility to perform the work or to very closely supervise the work of others in the development of this project. Please note: Should a contract be given to your company and your project manager leave your company. Christian County will have final say on who the project manager will be for any replacement.

Subcontractors:

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

Location of Distribution Centers:

Provide the addresses of your service centers to be used for Christian County.

Equipment/software anticipated to be used:

Include the following:

1. List equipment and material storage requirements, i.e. kiosks, server, backup method, data conversion etc.
2. List the banking and commissary software to be used. Provide a list of jail software's they interface with. Software must be user friendly.
3. Provide inventory procedures and backup methods.
4. Explain your data conversion process, if applicable.

Inmate Banking:

Explain the following

1. Inmate Accounting
2. Cash Management Workflow
3. Bank Reconciliation
4. Visual General Ledger
5. Inmate Property
6. Realtime Financial Interfaces
7. Deposit Service fees, web, phone, lobby cash, lobby credit (if applicable).
8. Reporting
9. Equipment/Deposits of Inmate money to Kiosk

Inmate Order Processing:

Explain the process of methods inmates can order from the Commissary.

Safety and Security:

Explain the process. Include cybersecurity issues you have had in the past and what you have done now to improve on that. Note: Vendor must be PCI compliant.

Procedures for Return/Credit:

Explain the process.

Banking System:

Explain the process. Include, but not limited to online deposits, fines, fees, cash workflows, audit trails, and intake cash count.

Reconcile Bank Statements:

Explain the process.

Reporting:

Explain the types of reports that can be ran and requested.

Deposit Service Fees:

Provide Deposit Service fees for web, phone, lobby cash, lobby credit (whatever is applicable for your proposal).

REQUIRED: The awarded company must be able to integrate with JMS Omnigo.

Include anything else that may be pertinent to this process.

*****PRICING*****

The bidder is required to **provide pricing for the vending machine items in the LINE ITEMS tab**. Christian County is utilizing the Market Basket approach for the Vending Machine Items.

1. Vending Machine Items Pricing.

Under the **LINE ITEMS tab - #1 - #30** enter the pricing for the vending item listed/equivalent (with the same weight) for the vending machine.

2. Service Fee (Commission Fee) Structure:

Under the **LINE ITEMS tab - #31** enter the Service Fee (Commission Fee).

Currently Christian County receives a monthly service fee based on sales of commissary items. The total amount of commission for gross sales will be provided here under the Pricing Structure below. **Pricing (Service Fees - Commission Fees) This Fee will be firm fixed throughout the contract term and optional renewals if taken.**

Explain, in detail, how your commission structure is determined, for example:

The service fee will be based on the weekly, adjusted gross commissary sales.

Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

$$\begin{array}{r} \text{Monthly Sales} \\ \text{Less Postage/Non Commissionable} \\ = \text{Adjusted Gross Sales} \\ \times \text{ ?\% Service Fee**} \end{array}$$

* Postage sales and stamped envelopes are noncommissioned.

Provide your **SERVICE FEE (COMMISSION RATE)** to Christian County in a percentage terms under the **LINE ITEMS** tab #31. This Fee will be firm fixed throughout the contract term and optional renewals, if exercised.

Provide **ALL** costs for your services not already listed above. This includes training, software maintenance, etc.

*******END OF PRICING*******

Renewals:

Prices will remain firm for a minimum of the first year of the contract. Cost increases may be negotiated at the time of renewal, but will be subject to approval by the Sheriff, Purchasing Manager, and County Commission. Increases will be considered only when the Contractor can show that his operating costs have increased, i.e. Midwest CPI https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm. Written justification for increases will be required. The contractor shall provide written notification of acceptance or rejection of the extension of this contract.

The Service Fee for online Commissary items will remain firm through out the contract term, and renewals, if exercised.

Term:

The contract is for one year with options to renew for an additional three (3) one year term.

Agreements signed by Christian County must be signed by at least a majority of the members of the County Commission. Agreements must be attested by the County Clerk and approved to form by the County Counselor. In addition, the County Auditor must certify that there is an unencumbered balance available to pay the contract cost.

References:

Provide three references that you have contracted with in similar scope/size. Include name of company, contact name, phone number, email and date of service of contract. The vendor shall agree to authorize its references to furnish any information requested by Christian County to verify references provided and to determine the quality and timeliness of previous work performed. This should be submitted under the **ATTRIBUTES TAB**.

7 PROPRIETARY INFORMATION:

Christian County is a governmental agency and practices open government. All records belonging to the County Commission are open records and available to all member of the public, with the exception of attorney/client documents. Therefore, any document you provide to the Commission will be considered an open record and available to anyone wanting a copy of it.

8 TECHNICAL SUPPORT 24/7/365

Christian County **requires** bidder to provide Technical Support to be 24/7/365. Please acknowledge this.

☒ I have read and will comply.

9 Background Checks

If requested, the vendor shall provide a list of names, social security numbers, and date of birth for each such personnel who will be providing services to Christian County buildings. In addition, the vendor must notify Christian County of any additions/changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

☒ I have read and will comply.

10 Anti-Collusion Statement

By submitting a proposal in response to this request for proposal, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

☒ I have read and will comply.

11 Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

12 Incurred costs

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor agents, employees, assigns or others, whether related or not to vendor.

13 REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. 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:

1. That 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 Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU)).

14 TRANSIENT EMPLOYER LAW - REQUIRED ONCE AWARD IS MADE IF APPLICABLE

A nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

1
5**REQUIRED AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT- TRANSIENT EMPLOYER LAW:**

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.” Exceptions: The statute provides two exceptions for this certification:

- 1) “contracts with a total potential value of less than one hundred thousand dollars” or
- 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms: Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations. Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

1
6**REFERENCES****REFERENCES**

Please provide three references below. Minimum of Five (5) Years’ Experience Providing Food Service in a Correctional Setting. Please note that more references may be requested.

A poor negative reference may result in disqualification. Also note that Christian County is not limited to contact just the three references listed by the prospective bidders.

1
7**REFERENCE #1**

Please provide a references of a company you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

Project Name include dates

Johnson County Sheriff’s Department Representative Name: Scott Munsterman, Sheriff Email: smunsterman@jocomosheriff.org Phone: 660-747-6469 ADP 150 | Rated Capacity 210 Date of Installation 11/01/2021

1
8**REFERENCE #2**

Please provide a references of a company you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

Project Name include dates

Morgan County Jail Representative Name: Kyle VanVleck Email: kvanvleck@morgancountymo.gov Phone: 573-378-5481 ADP 122 | Rated Capacity 150 Date of Installation 01/01/2001

1
9**REFERENCE #3**

Please provide a references of a company you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name:

Representative Email:

Representative Phone:

Project Name include dates

Cape Girardeau County Jail Representative Name: Richard Rushin, Jail Admin Email: rrushin@capecountysheriff.org Phone: 573-204-2988 ADP 250 | Rated Capacity 300 Date of Installation 05/10/2007

2
0**Invoices**

Please note that all invoices for the Sheriff's Office will be sent directly to:

Christian County Sheriff's Office

110 W. Elm Street, Room 70

Ozark, Missouri 65721

or invoices can be emailed to: sheriff@christiancountysheriff.net

2
1**Cooperative Procurement**

The vendor should indicate by checking "Yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

No

Bid Lines

1

Bear Claw - 1.5 oz.

Quantity: 1 UOM: Each Price: \$1.25 Total: \$1.25

2

Bagel - Cinnamon Raisin - 4 oz.

Quantity: 1 UOM: EA Price: \$0.82 Total: \$0.82

3

Buffalo Wing Blue Cheese Chips - 1.5 oz.

Quantity: 1 UOM: EA Price: \$0.85 Total: \$0.85

4	Candy Bars - Assorted - Single Serving.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.94 </u>	Total: <u> \$1.94 </u>
Supplier Notes: <u>Pricing based on 1.9oz Baby Ruth Bar</u>				
5	Candy - Miscellaneous - 3 oz. to 7 oz. (average your pricing).	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.97 </u>	Total: <u> \$0.97 </u>
Supplier Notes: <u>Pricing based on 3.75oz Corner Store All-Star Mix</u>				
6	Cappuccino Packet - Single serving.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.35 </u>	Total: <u> \$0.35 </u>
7	Cereal - Assorted - 3.1 oz. to 4 oz. (average your pricing).	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2.59 </u>	Total: <u> \$2.59 </u>
Supplier Notes: <u>Pricing based on 3.1oz Capn Crunch-Oops All Berries</u>				
8	Cheese Bar Cheddar - 4 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.99 </u>	Total: <u> \$1.99 </u>
9	Cheese Bar Hot Pepper - 4 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.99 </u>	Total: <u> \$1.99 </u>
10	Cheese Spread - Jalapeno - 2 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.92 </u>	Total: <u> \$0.92 </u>
11	Chicken Breast - Pouch - 4.5 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$4.00 </u>	Total: <u> \$4.00 </u>
12	Cinnamon Roll - Duchess - 4 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.04 </u>	Total: <u> \$1.04 </u>
13	Coffee - Freeze Dried - 3oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$3.55 </u>	Total: <u> \$3.55 </u>
14	Coffee Colombian Freeze Dried - 3oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$3.78 </u>	Total: <u> \$3.78 </u>
15	Cookies - OREO - 2.4 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.98 </u>	Total: <u> \$0.98 </u>
16	Cream Cheese Pouch - 2 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.92 </u>	Total: <u> \$0.92 </u>
17	Donuts - Chocolate - 3 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.05 </u>	Total: <u> \$1.05 </u>

18	Donuts - Powdered - 3 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.05 </u>	Total: <u> \$1.05 </u>
19	Hawaiian Punch Drink Mix - Single Serving.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.25 </u>	Total: <u> \$0.25 </u>
20	Honey Bun - Iced - 4.75 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.32 </u>	Total: <u> \$1.32 </u>
21	Milk - Powdered - 10 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$3.49 </u>	Total: <u> \$3.49 </u>
22	Oatmeal - Quaker Instant Apple Cinnamon - Single serving.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.50 </u>	Total: <u> \$0.50 </u>
23	Peanuts - Hot - 1.75 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.62 </u>	Total: <u> \$0.62 </u>
24	Puoch Drink Mix - 7.5 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2.37 </u>	Total: <u> \$2.37 </u>
	Note: Dry fruit flavored drink mix.			
	Supplier Notes: <u>Price based on 7.5 Gatorade Dry Drink Mix</u>			
25	Pasta Sauce Pouch - 4 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.92 </u>	Total: <u> \$0.92 </u>
26	Pepperoni - Sliced - 3.5 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2.79 </u>	Total: <u> \$2.79 </u>
27	Pork Rinds - 2 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$1.32 </u>	Total: <u> \$1.32 </u>
28	Ramen Flavors - Assorted - Single Serving.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.75 </u>	Total: <u> \$0.75 </u>
29	Refried Beans Spicy - 8 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2.15 </u>	Total: <u> \$2.15 </u>
30	Ritz Sandwich Crackers Cheese - 1.35 oz.	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$0.80 </u>	Total: <u> \$0.80 </u>
31	COMMISSARY SERVICE FEE IN PERCENTAGE.			
	FOR EXAMPLE 40% - ENTER 40			
	Quantity: <u> 1 </u> UOM: <u>PERCENTAGE</u>	Total: <u> 40% </u>		

Response Total: \$47.32



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

December 19, 2025

Keefe Commissary Network, LLC
13870 Corporate Woods Trail
Bridgeton, MO 63044
800-831-6939
Attn: Aaron Sickles
Aaron.sickles@keefegroup.com

RE: RFP #2024-16 Jail Commissary Services

The Christian County Commission voted in session today to renew the contract for Jail Commissary Services (RFP #2024-16) to Keefe Commissary Network.

The original contract was awarded in December 2024 with options to renew. This is the first contract renewal (year two). This contract renewal is effective 1/1/2026 through 12/31/2026.

Your point of contact will be Sheriff Brad Cole. Sheriff Cole can be reached at 417-582-5330 or by email at bcole@christiancountysheriff.net.

Johnny Williams
Western Commissioner

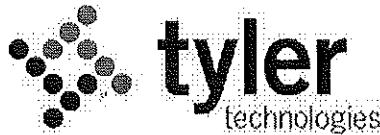
Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Date: _____

Date: _____

Date: _____



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Christian County, Missouri.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH**

IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit A

Quoted By:	Tami Bates
Quote Expiration:	3/23/22
Quote Name:	ExecuTime SaaS

Sales Quotation For:
 Christian County
 100 W Church St Rm 100
 Room 100
 Ozark MO 65721-6901

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incude			
ExecuTime			
ExecuTime Time & Attendance Mobile Access License	\$ 1,503	\$ 0	\$ 1,503
ExecuTime Time & Attendance	\$ 9,410	\$ 0	\$ 9,410
TOTAL:	\$ 10,913	\$ 0	\$ 10,913

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Executime					
Professional Services	96	\$ 12,480	\$ 0	\$ 12,480	\$ 0
Other Services					
Project Management	1	\$ 250	\$ 0	\$ 250	\$ 0

TOTAL:	\$ 12,730	\$ 0	\$ 12,730	Exhibit A
				\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 10,913
Total Tyler Services	\$ 12,730	
Summary Total	\$ 12,730	\$ 10,913
Contract Total	\$ 23,643	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	List Price	Discount	Extended Price	Maintenance
Incode					
ExecuTime					
ExecuTime Time & Attendance	96	\$ 12,480	\$ 0	\$ 12,480	\$ 0
Sub-Total	96	\$ 12,480	\$ 0	\$ 12,480	\$ 0
TOTAL:	96	\$ 12,480	\$ 0	\$ 12,480	\$ 0

- Comments
- Some services may be delivered remotely via web-based training.
 - Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.
- SaaS is considered a term of one year unless otherwise indicated.

Client agrees that Items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

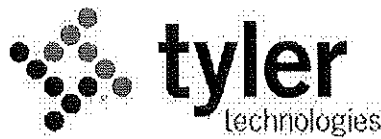


Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

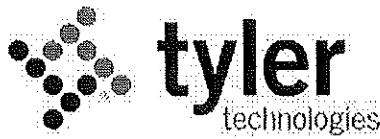


Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets ¹
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 Incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the Incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Christian County, Missouri

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Christian County, Missouri
100 West Church Street; Room 100
Ozark, MO 65721
Attention: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 7th day of October, 2021 at Christian County, Missouri.

DATED: October 8, 2021

Josel Lopez

Vendor

DATED: 10/7/2021

Ralph Phillips
Ralph Phillips, Presiding Commissioner

DATED: 10-7-2021

Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

DATED: 10/7/2021

Lynn Morris
Lynn Morris, Eastern Commissioner

COUNTY CLERK:

Kay Brown
Kay Brown

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
Amy Dent
Christian County Auditor

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 7th day of October, 2021 at Christian County, Missouri.

DATED: _____

Vendor

DATED: 10/7/2021

Ralph Phillips
Ralph Phillips, Presiding Commissioner

DATED: 10-7-2021

Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

DATED: 10/7/2021

Lynn Morris
Lynn Morris, Eastern Commissioner

COUNTY CLERK:

Kay Brown
Kay Brown

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 Dunt
Amy Dunt
Christian County Auditor

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 7th day of October, 2021 at Christian County, Missouri.

DATED: _____

Vendor

DATED: 10/7/2021

Ralph Phillips
Ralph Phillips, Presiding Commissioner

DATED: 10-7-2021

Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

DATED: 10/7/2021

Lynn Morris
Lynn Morris, Eastern Commissioner

COUNTY CLERK:

Kay Brown
Kay Brown

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
Amy Dent
Christian County Auditor

APPROVED AS TO FORM:

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



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00236024	11/30/25	1 of 2



Bill To: CHRISTIAN COUNTY, MO
ATTN: PRESIDING COMMISSIONER
100 WEST CHURCH STREET - ROOM 100
OZARK, MO 65721

Delivery To: CHRISTIAN COUNTY, MO
ATTN: PRESIDING COMMISSIONER
100 WEST CHURCH STREET - ROOM 100
OZARK, MO 65721

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
49659	LOC000029139	LOC000029139	USD	Net45	1/14/2026
Cust PO#	Sales Order	Billing Schedule			
	SBI1000-000001739	211-2016062027			

Contract Date	Description	Quantity	Unit Price	Extended Price
02/05/16	Core Financials - Maintenance 01/01/2026 - 12/31/2026	1	\$9,151.84	\$9,151.84
02/05/16	Fixed Assets - Maintenance 01/01/2026 - 12/31/2026	1	\$1,045.84	\$1,045.84
02/05/16	Project Accounting - Maintenance 01/01/2026 - 12/31/2026	1	\$2,092.36	\$2,092.36
02/05/16	Employee Access Pro 01/01/2026 - 12/31/2026	1	\$0.00	\$0.00
02/05/16	Cashiering - Maintenance 01/01/2026 - 12/31/2026	1	\$1,521.24	\$1,521.24
02/05/16	Human Resources Management (Includes Position Budgeting) - Maintenance 01/01/2026 - 12/31/2026	1	\$6,712.42	\$6,712.42
02/05/16	Content Manager Core - Maintenance 01/01/2026 - 12/31/2026	1	\$1,901.49	\$1,901.49
02/05/16	Purchasing - Maintenance 01/01/2026 - 12/31/2026	1	\$2,510.03	\$2,510.03
02/05/16	Disaster Recovery Services 01/01/2026 - 12/31/2026	1	\$1,276.29	\$1,276.29
02/05/16	Tyler University 01/01/2026 - 12/31/2026	1	\$1,000.00	\$1,000.00

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:

Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.
CI100-00236024

Date
11/30/25

Page
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Contract Date	Description	Quantity	Unit Price	Extended Price
10/07/21	Time & Attendance - Subscription 01/01/2026 - 12/31/2026	1	\$11,437.92	\$11,437.92
10/07/21	Time & Attendance - Subscription 01/01/2026 - 12/31/2026	1	\$1,826.91	\$1,826.91

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
Tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal \$ 40,476.34

Sales Tax \$0.00

Total \$ 40,476.34



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

December 19, 2025

Tyler Technologies, Inc.
PO Box 203556
Dallas, TX 203556

RE: Award for Contract Renewal – Accounting Software

The Christian County Commission voted in session today to renew the contract for Accounting Software to Tyler Technologies, Inc.

The original contract was awarded in December 2015. This contract renewal is effective January 1, 2026, through December 31, 2026.

Your point of contact will be Christian County Auditor Amy Dent. Ms. Dent can be reached by email at ADent@christiancountymo.gov or by phone at 417-582-4368.

Johnny Williams
Western Commissioner

Date: _____

Lynn Morris
Presiding Commissioner

Date: _____

Bradley A. Jackson
Eastern Commissioner

Date: _____