# COUNTY OF CHRISTIAN
# PURCHASING POLICY MANUAL

## Contents

# 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 form, correction, or modification of a document or contract.
4. *Equivalent or Approved Equivalent*. . Corresponding or virtually identical particularly in function or effect, and able to be used for the same purpose.
5. *Brand Name. .* A name, term, symbol, design, or any combination thereof used in specifications to describe a product by a unique identifier specific to a particular seller or manufacturer that distinguishes it from its competition.
6. *Brand Name or Equivalent.* One or more manufacturer's brand names, with identifying model numbers, 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 provider 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 copes 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 extend 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 percen*t, 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 $100,0000 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 a 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 distributer; 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 of subcontract;
b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
d. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:
    i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
e. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Christian County contractor, including debarment by another governmental entity for any cause listed in this Policy; and
f. For violation of the ethical standards set forth in "Ethics in Public Contracting".

### Decision to Debar or Suspend

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

### Notice of Decision

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

### Finality of Decision

A decision under "Decision to Debar or Suspend" shall be final and conclusive, unless fraudulent, or the debarred or suspended person within ten days after receipt of the decision takes an appeal to the Christian County Commission where a hearing shall be held. If a disbarred or suspended person is aggrieved with the decision of the County Commission, they may commence a timely action in court in accordance with applicable law.

## Appeals and Remedies

### Bid Protests

1. *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Christian County Commission. Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to 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, rending 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.

## Missouri Revised Statutes

(Applicable to, or referenced in this policy manual)

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

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

8.675 Construction Management Services Defined

8.677 Construction Management Services to be Used When

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

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

8.683 Duties of Successful Construction Manager Obtaining Contract

8.685 Prohibited Conduct by Construction Management Service, Effect

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

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

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

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

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

49.510 County to Provide and Equip Offices

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

50.650 Liability of Certain Officers

50.660 Rules Governing Contracts

50.750 Missouri Products to be Purchased by Officers

50.753 Purchasing Agent, How Appointed, Compensation, Assistants

50.755 Purchasing Agent to Investigate Needs for Supplies Requested by Officers

50.757 Purchasing Agent, Duties – Bids Rejected, When –

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

50.770 Supplies Defined

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

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

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

50.790 Duties of Commissioners – Violation of Law – Penalty

55.160 Duties

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

290.230 Prevailing Wage Rates Required on Construction of Public Works

Rev. 08-03-23

Approved by Commission 08-15-23