

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

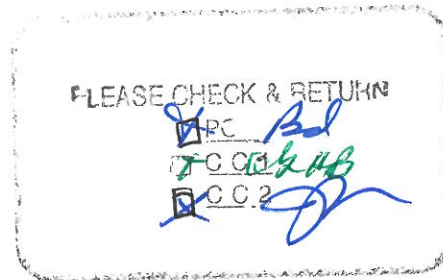
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Minutes

Thursday, December 19, 2019
09:30 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees:

Bob Dixon, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Major Royce Denny, Major Phil Corcoran, Jeff Bassham, Melissa Denney, Jeff Avers and Jason Wert.

Informational Items

Purchasing Director Melissa Denney informed Commission that the department is working on year end. Denney gave an update to the Commission on bids recently awarded, open bids and bids that will be closing soon.

Items for Consideration and Action by the Commission

(EX1) Purchasing Manual Update, Purchasing Commissioner John Russell moved to approve the updates as presented to the purchasing manual and to leave the vote open. Commissioner Bob Dixon seconded the motion and it passed unanimously. (Commissioner Bengsch voted yes at 1:47 pm on 12/19) YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

(EX2) Order for Public Surplus, Purchasing Commissioner John Russell moved to approve the order that will allow all employees to bid by public auction on surplus property and leave the vote open. Commissioner Dixon seconded the motion and it passed unanimously. (Commissioner Bengsch voted yes at 1:47 pm on 12/19) YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

(EX3) Letter of Engagement for KPM, Auditor's Office Commissioner John Russell moved to approve Presiding Commissioner Dixon to sign the engagement letter for KPM and leave the vote open. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. (Commissioner Bengsch voted yes at 1:47 pm on 12/19) No: none. Abstain: none. Absent: none.

(EX4) Missouri Highways and Transportation Commission Road Relinquishment Agreement, Highway Dept. Commissioner John Russell moved to approve the Missouri highway and transportation commission road relinquishment agreement and leave the vote open. Commissioner Dixon seconded the motion and it passed unanimously. (Commissioner Bengsch voted yes at 1:47 pm on 12/19) YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



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COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
REVISED Commission Briefing Agenda

Thursday, December 19, 2019

09:30 AM
Historic Courthouse
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Informational Items
~~Resource Management~~
Purchasing

Items for Consideration and Action by the Commission
Purchasing Manual Update, Purchasing

Order for Public Surplus, Purchasing

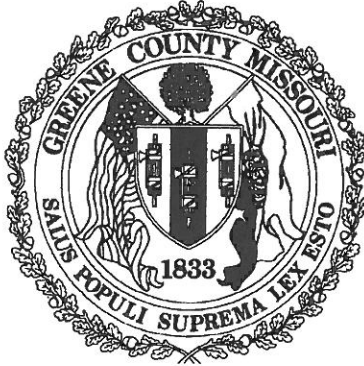
Letter of Engagement for KPM, Auditor's Office

Missouri Highways and Transportation Commission Road Relinquishment Agreement, Highway Dept.

Other:

REVISED 12/17/2019 @ 1:55 PM

Greene County, Missouri



Purchasing Policy Manual

Readopted and Amended by the Greene County Commission
December 19, 2019

Bob DIXON Presiding Commissioner

Harold Bengsch
District I Commissioner

John Russell District II Commissioner

Submitted by: Melissa Denney, Purchasing Director

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ARTICLE 1-GENERAL PROVISIONS

Part A - Purpose

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the County of Greene, hereinafter referred to as the 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 applies to contracts for the procurement of supplies and services entered into by the County after the effective date of this Policy, unless parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by all Administrative Authorities irrespective of the source of 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 of the law.

Part B - Definitions

(1) *Addendum*. An addition or supplement to a bid document, for example, items of information added to a procurement document (i.e. bid).

(2) *Administrative Authority*. Any Elected County Official or Department Head or a person designated by them to authorize procurement and the expenditure of County funds pursuant to this Policy.

(3) *Amendment*. A revision or change to a contract document, generally the contract; often used to correct a solicitation.

(4) *Architect-Engineer and Land Surveying Services*. Professional services within the scope of the practice of architecture, professional engineering, or land surveying as defined by the laws of the State of Missouri Section 8.285 RSMo.

(5) *Blind Trust*. An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.

(6) *Brand Name Specification*. A specification limited to one or more items by manufacturer's name or catalogue numbers.

(7) *Business*. Any corporation, partnership, individual, sole proprietorship, joint stock company, not for profit, joint venture, or any other private legal entity.

(8) *Change Order*. A written order signed by the Purchasing Agent or Administrative Authority of the contracting department, board, or agency directing the contractor to make changes to a contract, agreement, or purchase order.

(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*. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.

(11) *Construction*. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or property.

(12) *Contract*. An agreement for the procurement or disposal of supplies, services or construction.

(13) *Contractor*. Any person that has been issued a purchase order or certified contract with Greene County or an Administrative Authority thereof.

(14) *Cost Analysis*. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(15) *Cost Data*. Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(16) *Cost-Reimbursement Contract*. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any. (17) *Disadvantaged Business*. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

(18) *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 executive or legislative branch of the County.

(19) *Equal Specification.* A specification limited to one or more items by manufacturers' name or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Greene County requirements, and which provides for the submission of equivalent products.

(20) *Exception.* An action that is not part of ordinary operations or standards.

(21) *Financial Interest.*

(a) Ownership of any interest for involvement in any relationship from which, or as a result of which, a person within the past fiscal year has received , or is presently or in the future entitled to receive, more than \$1,000 per year, or its equivalent;

(b) Ownership of 10% of any property or business; or

(c) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

(22) *Gratuities* – Gratuities include any material goods or services offered with the intent of, or providing the potential for, influencing the buying decision. As such, gratuities may not be offered to the purchaser, or to other persons involved in purchasing decisions (or members of their immediate family).

(23) *Immediate Family.* A spouse, children, parents, brothers, and sisters.

(24) *Informal Bid.* An informal solicitation or request for information for purchases under \$6,000.00, where oral or written quotes are obtained from vendors without formal advertising or receipt of sealed bids.

(25) *Invitation for Bid.* A formal invitation to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

(26) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.

(27) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(28) *Pricing Data.* Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontractor prices.

(29) *Procurement.* The buying, renting, leasing, or acquiring of any supplies or services. Includes all functions that pertain to the obtaining of any supply, or service, including description of requirements, selection, and solicitation of

sources, preparation and award of contract, and all phases of contract administration.

(30) *Public Agency*. A public entity subject to or created by the County.

(31) *Purchase*. The term "purchase" as used in this policy refers to the procurement of any and all supplies, materials, equipment, contractual services or articles and shall include the rental or leasing of any equipment or articles as described and required in this policy. A purchase is defined as the value of one transaction, regardless of the number or type of items acquired or ordered in that transaction.

(32) *Request for Bid*. A formal request to prospective vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

(33) *Request for Proposal*. All documents, whether attached or incorporated by reference, utilized for soliciting proposals. A bid solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

(35) *Responsible Bidder or Offeror*. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

(36) *Responsive Bidder*. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

(37) *Services*. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(38) *Small Business*. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(39) *Specification*. Any description of the physical or functional characteristics or of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply, or service for delivery.

(40) *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.

Part C - Public Access to Records

Sections 610.010, 610.023, 610.024, 610.026 RSMo. Unless otherwise provided by law, records of a public governmental body are open and available to the public for inspection and copying. The County may charge up to 10 cents per page for standard copies and the actual cost of the copy for larger or specialized documents (such as maps, photos and graphics). The County may also charge a reasonable fee (the lowest hourly salary for the employee within the Purchasing Department that is able to process the request) for the time necessary to search for and copy public records.

ARTICLE 2--OFFICE OF THE PURCHASING AGENT

Establishment, Appointment and Tenure.

(1) *Establishment of the Position of Purchasing Agent* (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 Greene County Commission.

(2) *Appointment.* The Purchasing Agent shall be appointed by the Greene County Commission. (Section 50.753)

(3) *Tenure.* The Purchasing Agent shall be appointed to serve an indefinite term and may be removed from office by the Greene County Commission.

Authority and Duties.

(1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the purchasing agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies and services in accordance with this Policy, as well as the management and disposal of supplies and fixed assets.

(2) *Duties.* In accordance with this Policy, and subject to the supervision of the Greene County Commission, the purchasing agent shall:

(a) Procure or supervise the procurement of all supplies and services needed by the County; (50.755 RSMo)

(b) Oversee the process to sell, trade, or otherwise dispose of surplus supplies and fixed assets belonging to the County upon the approval of the County Commission.

(c) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies and services.

(3) *Operational Procedures.* Consistent with this Policy, and with the approval of the Greene County Commission, the purchasing agent may adopt operational procedures relating to the execution of its duties.

Delegations to Other County Officials.

With the approval of the Greene 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. Notwithstanding the provisions the Purchasing Agent's duties and authorities, procurement authority with respect to certain supplies, services, or construction may be delegated to Administrative Authorities by the Greene County Commission for the effective procurement of these supplies, services, or construction.

Procurement Process

Requesting Department - The electronic requisition module is designed to assist the using departments to initiate the purchasing process. The requesting department prepares the electronic requisition in order to request items to be purchased by the Purchasing Department. A requisition should be initiated not less than thirty (30) days in advance of the time the items are needed in order to allow adequate time for review and solicitation of bids by the Purchasing Department. After completion of the requisition in the department, the requisition is submitted to the Auditor's office for approval.

Departmental planning for purchases should be initiated on a short and long term basis. Small orders and last minute purchases should be minimized in order to purchase goods and services in larger quantities, obtaining the maximum discount possible and minimize freight and shipping charges.

Auditor's Office - Reviews the requisition to see that there are appropriations to cover the requested purchase, that there is sufficient cash available for payment and that proper account numbers have been used. Requisitions not meeting these requirements will be returned to the requesting department with the reasons indicated thereon. Acceptable requisitions will be approved by the Auditor's Office and forwarded to the Purchasing Department for processing purchase orders.

ARTICLE 3--SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

(purchases exceeding \$6,000 with a single vendor during a 90-day period)

Competitive Sealed Bidding.

(1) *Conditions for Use.* All contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in the sections regarding: Competitive Sealed Proposals, Contracting for Designated

Professional Service, Small Purchases, Sole Source Procurement, Emergency Procurements, or Article 5 Contracting for Architectural, Engineering and Land Surveying Services of this Policy.

(2) *Invitation for Bids.* An Invitation for Bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.

(3) *Public Notice.* All public notices of the Invitation for Bids shall be given a reasonable time, not less than ten (10) business days prior to the date set forth therein for the opening of bids. When time is of the essence, the Purchasing Director has the discretion to shorten the minimum time the bid is left open, with an opening date of three (3) days from time of issue to allow for an emergency faxed/emailed bid. Such notice may include publication in a newspaper of general circulation of at least five hundred copies per issue. (50.660 RSMo). The public notice shall state the place, date, and time of bid opening.

(4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids or Request for Bids. The amount of each bid, 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 in accordance with the section regarding Public Access to Records.

(5) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids 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 Bids or will set forth the evaluation criteria to be used.

(6) *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 Bids or prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material 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.

(7) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest and best responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Greene County Auditor, and such bid does not exceed such 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 Bids or Request for Bids.

Competitive Sealed Proposals.

(1) *Conditions for Use.* When the Purchasing Agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method. This method can be used whenever detailed specifications cannot be determined in advance, whenever several possible methods may satisfy the County's requirements, or whenever the nature of the requirements is such that speculative evaluation of the criteria other than cost is necessary.

(2) *Request for Proposals.* Proposals shall be solicited through a Request for Proposals.

(3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Competitive Sealed Bidding, Public Notice.

(4) *Receipt of Proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offeror's during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award (610.021 RSMo).

(5) *Evaluation Factors.* The Request for Proposals shall state the relative importance of price and other evaluation factors.

(6) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the Request for Proposals, discussions may be conducted with

responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(7) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

Contracting for Designated Professional Services.

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 Greene County Commission. (such as Accountant, Appraiser, Architect, Engineer, IT consultant, Lawyer, Management Consultant, Physician, Veterinary Physician)

Purchases under \$6,000.

Purchases that total \$5,999.99 or less with a single vendor during a 90-day period may be sourced by informal bidding. Informal bid methods may utilize the internet, email, fax, phone or any other means of obtaining three (3) competitive price quotes, bids or offers. Purchase orders will be issued to the vendor/contractor with the lowest and best price offer.

Sole Source Procurement.

A contract of a value in excess of \$6,000 may be awarded without competition when the Commission finds that there is only one feasible source for the required supply, or service item. The requesting department must complete a Sole Source Request Form and submit it to the Purchasing Department. (See attached Exhibit A.) The Purchasing department shall keep and maintain, and provide upon request of the Commission documentation, after conducting a good faith review of available sources, that there is only one feasible source for the required supply or service. The Purchasing Agent shall conduct negotiations as to price, delivery, and terms as appropriate under the circumstances. The Purchasing department shall also advertise the requesting department's intent to make a sole source purchase of a value in excess of \$6,000 in at least one daily newspaper of general circulation in such places as are most likely to reach prospective bidders or offerors. The Purchasing Agent will allow ten (10) business days for any viable competition to respond to the advertisement. 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 the contract, and the identification number of each contract file.

Emergency Procurements.

Notwithstanding any other provisions of this Policy, and by direction of the elected official or department director of the requesting department or office, and in the absence of the elected official or department director, the Presiding Commissioner or 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 or elected official or department director could enact the emergency purchasing policy to cover whatever goods or services may be necessary to stabilize the County's operations. A written determination of the basis for the emergency and for the selection of the particular contractor shall be documented on the *Emergency Procurement Form* (See attached Exhibit B) and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of each 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 the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

Cancellation of Request for Bid or Request for Proposal.

A request for bid, a request for proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriated, 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.

Non-Competitive Negotiations.

A contract may be awarded without competition when the requesting elected official or department director, and in the absence of an elected official or department director, it shall be the Presiding Commissioner, agree that the required supply, or service item falls under a non-competitive negotiation. Used in those specific instances where competition is nonexistent; or to satisfy certain

proprietary conditions caused by the existence of patents, copyrights, secret processes; or the purchase of captive replacement parts, OEM parts or components for equipment, as well as the technical services related to such equipment; as long as governmental policy, rules and regulations do not prohibit them.

Part B - Qualifications and Duties of Bidders and Offerors

Responsibility of Bidders and Offerors.

(1) *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.

Cost or Pricing Data in Capital Projects.

(1) *Required Submissions Relating to the Award of Contracts.* A prospective contractor shall submit cost or pricing data when awarded by competitive sealed proposals or by sole source procurement authority.

(2) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
- (b) the contract price is based on established catalog prices or market prices;
- (c) the contract price is set by law or regulation; or
- (d) it is determined in writing by the Purchasing Agent, and at the direction of the Greene County Commission, that the requirements of Cost or Pricing Data and Required Submissions Relating to the Award of Contracts may be waived, and the determination states the reasons for such waiver.

(3) *Required Submissions Relating to Change Orders or Contract Modifications.* A contractor shall submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or modification involves aggregate increases or aggregate decreases in costs.

(4) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

- (a) unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or
- (b) it is determined in writing by the Purchasing Agent, and as approved by the Greene County Commission, that the requirements of Cost or Pricing Data and

Required Submissions Relating to Change Orders or Contract Modifications may be waived, and the determination states the reasons for such waiver.

(5) *Certification Required.* A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

(6) *Price Adjustment Provision Required.* Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the County, including profit or fee, shall be adjusted to exclude any significant sums by which the County finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current as of the date agreed upon between the County and the contractor.

Bid Tabulation, Cost or Price Analysis.

A bid tabulation, cost analysis, price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under competitive sealed bidding. A written record of such cost analysis or price analysis shall be made a part of the contract file.

Bid and Performance Bonds for Contracts.

Bid and performance bonds or other security may be requested for supply contracts or service contracts as the Purchasing Agent or Administrative Authority deems advisable to protect the County's interests. The Purchasing Department generally requests bonds and securities for contracts greater than \$25,000, however the Purchasing Agent or Administrative Authority has the discretion to request bonds or other security for contracts less than \$25,000. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. (Bidders submit Bid Bond in the amount of 5% of bid price. Then Contractor submits a Performance Bond and a Labor & Material Bond for 110% of contract amount).

Part C - Types of Contracts and Contract Administration

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.

(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:

- (i.) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
- (ii.) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in Greene 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 but 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.

(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 awards 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 part of the official record.

Contract Clauses and 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 or Administrative Authority 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 Greene;

(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 Article 9 (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 Greene County Counselor, may establish standard contract clauses for use in Greene 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 bids or request for proposals.

Contract Administration.

A contract administration system designed to insure 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 Purchasing Agent or Administrative Authority.

Right to Inspect Business.

The County may, at reasonable times, inspect the part of the plant, place of business or work site of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

Right to Audit Records.

(1) *Audit of Cost or Pricing Data.* The County may audit the books and records of any contractor who has submitted cost or pricing data pursuant to cost or pricing

data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

(2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the subcontract or as otherwise provided by laws of the State of Missouri.

Reporting of Anti-Competitive Practices.

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

County Procurement Records.

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

ARTICLE 4--SPECIFICATIONS

Maximum Practicable Competition.

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

Brand Name or Equal Specification.

Minimum requirements and specifications are for use in establishing general performance and quality levels and are not meant to limit or restrict bidding. Unless instructed otherwise by the Purchasing Agent, bidders may offer any manufacturer's equipment which meets or exceeds the minimum requirements.

Brand Name Specification.

Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent determines that only the identified brand name item or items satisfy the County's needs. 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 as a Sole Source Procurement.

Missouri Domestic Products Procurement Act (34.353 RSMo)

Buy American

- a) Any manufactured goods or commodities used or supplied in the performance of any county contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
- b) Each contract for the purchase or lease of manufactured goods or commodities by the county and each contract made by the county 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.
- c) 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.
- d) 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 exporting-import restrictions and international trade.

ARTICLE 5

POLICY FOR CONTRACTING FOR ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES (8.285 RSMo)

1) General Information:

1.1 It shall be the policy of Greene County, Missouri to negotiate contracts for architectural, engineering and land surveying on the basis of demonstrated competence and qualifications at fair and reasonable prices.

1.2 Only persons, firms, partnerships, corporations or other legal entities providing architectural, engineering and land surveying services (referred to in this policy as "Consultants") that are licensed or registered with their respective governmental agencies and are in good standing shall be permitted to contract with the County. In addition, all Consultants that contract with the County for professional services shall be required to maintain professional liability insurance and other standard business insurance coverage customarily maintained by businesses offering these professional services in such amounts and with such coverage as the County may determine necessary to assure the responsible performance of work and to protect the County and Consultants.

1.3 The Greene County Resource Management and Highway Departments shall maintain a registry classified by category of Consultants interested in performing architectural, engineering and land surveying services for the County.

Consultants may be listed in the County registry upon filing a statement of qualifications as described in this policy.

2) County Accepts and Vets Statement of Qualifications:

2.1 . STATEMENT OF QUALIFICATION – Each Consultant desiring to be registered with the County for consideration in contracting with the County for architectural, engineering and land surveying services shall file a statement of qualifications in accordance with this policy:

2.1.1 Content of Statement of Qualifications – Each statement of qualifications shall contain the following:

a) Business Information – Contain basic information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners and professional employees.

b) Staff Information – Contain resumes of each professional in the firm, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment.

c) Registration and Licensing – Contain evidence of professional registration or licensing with the state of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.

d) Work History – Contain a listing of all government agencies for which work was performed within the preceding two years and nature of services. In the event the Consultant seeking registry has not performed professional services for governmental entities, then the Consultant shall provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If references are unavailable, then the Consultant seeking registration shall provide a detailed explanation of why references are not available.

e) Subcontractors – Contain a listing of sub-consultants or subcontractors normally retained by Consultant to perform work not customarily performed by the Consultant. Relevant descriptions of expertise of subcontractors should be included when appropriate.

f) Project Listing – Contain a listing of completed and pending projects in which the consultant was or is the primary provider of professional services or manager of the project.

g) Insurance – Contain evidence of insurance coverage and amounts carried by the Consultant as required by the general qualifications for County Consultants.

h) Quality Controls – Contain a description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.

3) Selection of Consultant(s)

3.1 Consultants shall be selected for ongoing general consulting services on an “as needed” basis, for planning, feasibility studies, surveys, cost estimating, and other related work not currently designated or funded for capital improvement expenditures and for professional services on specific projects which are designated or funded for current or future capital improvements. Consultants shall be selected for each category in the following manner:

3.2 General Consulting Services for Projects from \$6,000 to \$80,000

3.2.1 The department shall select, contact, and solicit written work proposal(s) from one or more Consultants listed on the County Registry of Consultants that have executed a professional service agreement. Written proposals from such consultants shall contain information necessary to evaluate the Consultant’s current ability to efficiently deliver required services in a timely manner. Proposals shall include the following information consistent with the general consultant services agreement: a written proposal responsive to the Department’s request for services or proposal with the same or greater level of specificity required by the request for services or proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services, time or schedule for completion, the cost of services, and the basis of billing. After evaluation on the basis of the foregoing criteria and any other information which the Department has gathered, the Department shall negotiate a contract for services and forward to the County Commission its recommendation for selection of a Consultant for general service and the applicable contract for the specific work. The County Commission may also procure general consulting services in the manner described by this policy.

3.3 Capital Improvement Consultant Services for Project(s) Greater Than \$80,000

3.3.1 For professional services on specific projects for which the fees are estimated to exceed \$80,000, the Consultant shall be selected in the following manner: the Purchasing Department will contact a sufficient number of Consultants from the County Registry of Consultants in order to identify Consultants both qualified and available to perform needed work and to ensure that three (3) or more written proposals will be received for the proposed project. The Purchasing Department will send written requests for proposals to all of those Consultants who, in the opinion of the Purchasing Department, possess the necessary qualifications, capacity and ability to perform the professional

services required by the County in an efficient and timely manner and who are available to perform such services. Consultant proposals to the County shall be returned to the County by the date stated in the request for proposal and shall include, at a minimum, the following information to the extent not included in the Consultant's current statement of qualifications on file with the County:

- 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 of 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. Fees and Expenses - A fee proposal including 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.
- f. Insurance Coverage – Evidence of current professional liability insurance coverage and amounts of coverage unless specific insurance requirements are specified in the request for proposal, in which case evidence that these requirements are satisfied.

3.3.2 PROPOSAL EVALUATIONS – A selection group will review the proposals for the Capital Improvement Projects. The group shall investigate and evaluate the proposals 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 group's investigation and evaluation of the proposals, the department will list the Consultants in order of qualifications and ability to perform the desired work in order to negotiate a mutually satisfactory contract for professional services.

3.3.3 CONTRACT NEGOTIATIONS – Regardless of the nature of services sought, the first selected Consultant shall be requested to interview with the group to define the scope of services to be provided and to establish the compensation as well as other elements or requirements for the work. The Consultant's fees and expenses for the work shall also be negotiated on the

basis of what amounts are mutually agreed upon to be fair and reasonable. The group will make its recommendation to the department director. A contract shall be prepared on the basis of these discussions and negotiations by either the department or County Counselor which, once finalized, shall be submitted to the Department Administrative Authority for award and final approval. If after reasonable effort as determined by the department a contract cannot be negotiated, the negotiations with the first designated Consultant shall be terminated and negotiations shall be started with the next selected Consultant meeting the County's requirement.

3.3.4 CONTRACT AWARDS – If the department is able to successfully negotiate the terms and conditions of a contract with the Consultant, it shall recommend award of the contract to the Consultant by the County Commission which shall be the contracting party. 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.

3.4 WAIVER OF POLICY REQUIREMENTS – The department may in its sole discretion waive any of the procedural requirements set forth in this policy in cases of emergency, exigent circumstances or other circumstances warranting waiver as long as the reasons for waiver are documented in writing; upon timely request of any party objecting to the waiver, the waiver shall be reviewed and approved by the County Commission.

3.5 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.

ARTICLE 6--DEBARMENT OR SUSPENSION

Authority to Debar or Suspend.

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consulting with the Greene 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 Greene County Counselor, the Purchasing Agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has

engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

(a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

(c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(d) violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:

(i.) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

(e) any other cause the Purchasing Agent determines to be as serious and compelling as to affect responsibility as a Greene County contractor, including debarment by another governmental entity for any cause listed in this Policy.

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 the Decision of Debar or Suspend shall be 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 10 days after receipt of the decision takes an appeal to the Greene County Commission or commences a timely action in court in accordance with applicable law.

ARTICLE 7--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 protest to the Greene County Commission. Protesters are urged to seek resolution of their complaints initially with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of 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 of 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 Greene 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.

(2) *Notice to the Contractor of the Purchasing Agent's Decision.* The decision of the Purchasing Agent will be promptly issued in writing and 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 Greene County Commission or commences an action in a court of competent jurisdiction.

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 Greene contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Greene County

Commission or the commencement of an action in a court of competent jurisdiction.

County reserves the right to terminate a County contract at any time, with or without cause, upon written notice to the Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County.

Remedies for Solicitations or Awards in Violation of Law.

(1) *Prior to Bid Opening or the Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the Greene County Counselor, determines that a solicitation shall be canceled or revised to comply with applicable law.

(2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the Greene 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 canceled.

(3) *After Award.* If, after an award, the Purchasing Agent, after consultation with the Greene County Counselor, determines that a solicitation or award of a contract was in violation of applicable law, then:

(a) if the person awarded the contract has not acted fraudulently or in bad faith:

(i) 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

(b) 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 interests of the County.

ARTICLE 8--COOPERATIVE PURCHASING

Cooperative Agencies.

An active list of cooperative agencies will be kept in the Purchasing Department. Examples may include State of Missouri Cooperative Purchasing, National Association of Counties Mid-Missouri Public Purchasing Cooperative, U.S. Communities Cooperative Purchasing and NASPO Value Point.

ARTICLE--9 ETHICS IN PUBLIC CONTRACTING

Criminal Penalties.

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

Employee Conflict of Interest.

It shall be unethical for any Greene County employee to participate directly or indirectly in a procurement contract when the Greene County employee knows that:

- (a) the Greene County employee or any member of the Greene County employee's immediate family has a financial interest pertaining to the procurement contract; or
- (b) any other person, business, or organization with whom the Greene County employee or any member of a Greene County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A Greene County employee or any member of a Greene 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 Greene County employee or former Greene County employee, or for any Greene County employee or former Greene 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 part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3)*Contract Clause.* The prohibition against gratuities and kickbacks prescribed in the Section shall be conspicuously set forth in every contract and solicitation therefor.

Prohibition Against Contingent Fees.

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

Contemporaneous Employment Prohibited.

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

Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.

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

Use of Confidential Information.

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

Sanctions.

(1) *Employees.* Greene County employees are expected to adhere to the guidelines for appropriate conduct and are subject to disciplinary action(s) set forth in the Greene County Personnel Policy Manual (Section 15.1-2).

(2) *Non-employees.* The Greene 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 Authority to Debar or Suspend.

Recovery of Value Transferred or Received in Breach of Ethical Standards.

The value of anything transferred or received in breach of the ethical standards of this Policy by a Greene County employee or a non-employee may be recovered from both Greene County employee and non-employee.

ARTICLE--10 FIXED ASSETS

Fixed Asset Inventory.

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

ARTICLE—11 DISPOSAL OF SURPLUS

Disposal of Surplus

(1) Disposal of surplus is managed by the Purchasing Department under the direction of the County Commission.

(2) Surplus may be sold via internet auction on www.govdeals.com

(3) See the Purchasing Guide for the procedure to dispose of County-owned surplus.



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office: _____

Person Requesting: _____

Date Requested: _____

Contact Phone Number: _____

Email Address: _____

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate *N/A*. Use layman's terms and avoid jargon and the use of acronyms.

- I. Please check the reason(s) for this sole request:
 - ☐ Only Known Source-Similar equipment or material not available from another vendor
 - ☐ Equipment or materials must be compatible with existing Equipment
 - ☐ Immediate purchase necessary to correct situation threatening life/property
 - ☐ Lease Purchase - Exercise purchase option on lease
 - ☐ Medical device or supply specified by physician
 - ☐ Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - ☐ Other - List (attach additional sheets if necessary)
2. Briefly describe the commodity/material you are requesting and its function.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
4. What research has been done to verify this vendor as the only known source?
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 - ☐ Yes (please attach a list of known sources)
 - ☐ No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this

EXHIBIT A

purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?

8. If this is an upgrade/add-on/supply/repair /etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional related sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
10. What are the consequences of not securing this specific commodity/material?
11. List any other information relevant to the acquisition of this commodity /material (additional sheets may be attached, if necessary).
12. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: _____
Signature Date

SOLE SOURCE NUMBER: _____
(Assigned by Purchasing)

COMMISSION APPROVAL: _____
Presiding Commissioner Date

Commissioner 1st District Date

Commissioner 2nd District Date

Expiration Date: _____ 20____ through _____ 20____

One Time Purchase (check) _____

Vendor Name: _____

Vendor Address: _____

Vendor Phone & Fax/Email: _____

Product Description: _____

Estimated Cost: _____

Department/Account #'s/Amount Budgeted: _____



OFFICE OF THE PURCHASING DIRECTOR
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

HAROLD BENGSCHE
COMMISSIONER, 1ST DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2ND DISTRICT

REQUEST FOR EMERGENCY PROCUREMENT

The county commission may waive the requirement of competitive bids or proposals for supplies when the county commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to county property in order to protect against further loss of, or damage to, county property, to prevent or minimize serious disruption in county services or to ensure the integrity of county records. Emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

**UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE
PURCHASING DEPARTMENT & BUDGET DEPARTMENT**

Requesting Office or Department	_____
Person Requesting	_____
Date Requested	_____
Phone Number	_____

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

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety:

REQUEST FOR EMERGENCY PROCUREMENT

2. Describe anticipated consequences of not procuring immediately:
3. Describe and attach any quotes received:
4. Is this a one-time purchase? ____ Yes ____ No
5. If not, detail the anticipated future purchases with anticipated acquisition dates:
6. Was the expense included in your annual budget? ____ Yes ____ No
If you checked no, how are you proposing the request be funded?
Savings from Account: _____
Or Contingency: _____

Vendor(s) Name	_____
Vendor(s) Address	_____
Vendor(s) Phone	_____
Product Description	_____ _____
Estimated Cost	\$ _____
Account Number:	_____

Presiding Commissioner Approval: _____**Commissioner, 1st District Approval:** _____**Commissioner, 2nd District Approval:** _____**Auditor Approval:** _____**Purchasing Department Approval:** _____**PURCHASE ORDER/ REQUISITION NUMBER:** _____ / _____

(Assigned by Purchasing)/ (Assigned by Requestor)

ex2

NO.. 19-MIS

**ORDER OF THE
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI**

DATE ISSUED: December 19 2019

SUBJECT: Sale of County Surplus Property

WHEREAS, Greene County, Missouri is a governmental subdivision of the State of Missouri with certain unique powers and responsibilities granted by the Constitution of the State of Missouri and the Revised Statutes of the State of Missouri. One of those powers gives authority to the county commission to control and manage real and personal property belonging to the county.

WHEREAS, there are two statutes that grant the authority and define the process for the disposal of county property.

(A) RSMo. § 49.266; Commission may regulate the use of county property.

(1) The county commission in first class counties may by order or ordinance promulgate reasonable regulations concerning the use of county property, the hours, conditions, methods and manner of such use.

(2) The regulations so adopted shall be codified, printed and made available for public use.

(B) RSMo. § 49.270; Commission to control county property. The county commission shall have control and management of the property, real and personal, belonging to the county, and may sell and cause to be conveyed any real estate, goods or chattels belonging to the county, appropriating the proceeds of such sale to the use of the same.

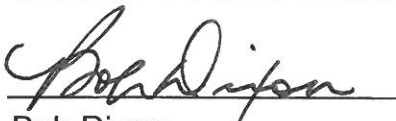
NOW THEREFORE, after taking into consideration the statutes of the State of Missouri, a general county property disposal policy is established as follows:


1. The disposal of any surplus real and personal property owned by the county shall be accomplished with the approval of the county commission and through the office of the purchasing agent with the assistance of the county administrator.
2. Office Holder and Department Responsibilities.
 - a. Identify individuals in the department to work with the purchasing agent.
 - b. Identify surplus real or personal property which is no longer needed by the department and submit a list of that property to the purchasing agent and the County Auditor.
 - c. Vehicle descriptions are to include type and make of vehicle and the vehicle identification number.
 - d. The purchasing agent will arrange for department or officeholder to store the property until it can be bid or auctioned.
3. County Property Disposal.
 - a. It is the policy of the county to promote a competitive environment when disposing all real and personal property. Therefore, any real and personal property that is deemed surplus property by the county commission be sold by the purchasing agent. To ensure a competitive environment, the property shall be disposed by accepting sealed bids or by public auction either directly by the purchasing agent with the assistance of the county administrator or by use of a third party regularly in the business of holding public auctions of surplus items, at any location, including but not limited to GovDeals.com. Public auctions should be held at any time deemed appropriate by the purchasing agent.
 - b. At the discretion of the purchasing agent, a sealed bid or public auction may be scheduled. Auctioneer services will be determined by sealed bid or use of a bid of another governmental agency if consistent with Missouri law. County property sold will be approved by written resolution from the county commission prior to the bid or public auction. Proceeds are to return to the fund that purchased or provided the surplus property.


- c. The purchasing agent, will submit a list of non-vehicle surplus property to all county departments before the sale of that property. All county departments are eligible to claim surplus property for their department on a first come, first served basis.
 - d. County employees and officeholders, their spouses and minor children, may directly or indirectly bid on or purchase County surplus property being sold at a public sale or auction.
4. Once the surplus county property is sold, the purchasing agent shall notify the County Auditor of such sale, including a description of the property and the salesprice.
5. This order shall supersede any prior orders of the Greene County Commission pertaining to the county's sale of surplus County property

Done this 19th day of December, 2019, at 9:45 o'clock a.m.

GREENE COUNTY COMMISSION


Bob Dixon
Presiding Commissioner
Yes ☒ No ☐


Harold Bengsch
Commissioner 1st District
Yes ☒ No ☐


John Russell
Commissioner 2nd District
Yes ☒ No ☐

Dated: 12/19/2019

Dated: 12-19-2019

Dated: 12/19/2019

ATTEST:


Shane Schoeller
Greene County Clerk



December 12, 2019

Greene County Commission
Greene County, Missouri
940 N. Boonville Ave
Springfield, MO 65802

We are pleased to confirm our understanding of the services we are to provide Greene County, Missouri for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Greene County, Missouri as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Greene County, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Greene County, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension schedules and notes

We have also been engaged to report on supplementary information other than RSI that accompanies Greene County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining non-major fund schedules

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500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commission of Greene County, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Greene County, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Greene County, Missouri's major programs. The purpose of these procedures will be to express an opinion on Greene County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes and the data collection form of Greene County, Missouri in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, Schedule of Expenditures of Federal Awards, and related notes and data collection form services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirement; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in April 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals, will be made available upon request and in a timely manner to the Federal Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in April 2020, and to issue our reports no later than June 30, 2020. Andy Marmouget is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) and agree that our gross fee, including expenses, will be \$50,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will complete our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

We appreciate the opportunity to be of service to Greene County, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Respectfully

KPM CPAs, PC

KPM CPAs, PC

Response

This letter correctly sets forth the understanding of Greene County, Missouri.

Management Signature: Bob Dixon

Title: Presiding Commissioner

Date: 12/19/2019



Report on the Firm's System of Quality Control

May 31, 2018

To the Shareholders of KPM CPAs, PC & the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of KPM CPAs, PC (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM CPAs, PC in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM CPAs, PC has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Anders Minkler Huber & Helm LLP".

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants