City of Carthage, Missouri

# COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 25, 2022 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

## AGENDA

1. **Call to Order**
2. **Old Business**
    1. Approval of October 11, 2022 Minutes
    2. Review & Approval of the Claims Report
3. **Citizens Participation**
   (Citizens wishing to speak should notify Department Head or Committee Chair in advance)
4. **New Business**
    1. Consider and discuss changes to the Master Patrol Officer (MPO) job description
    2. Consider and discuss changes to the Deputy City Clerk job description
    3. Consider and discuss the revisions to the Purchasing Policy Manual
    4. Staff Reports
    5. Other Business
5. **Adjournment**

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING**

City of Carthage, Missouri

# COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

October 11, 2022 - 5:00 PM
CITY HALL COUNCIL CHAMBERS

## MINUTES

**1. Old Business**

1. Approval of September 27, 2022 Minutes

   Ms. Blair made a motion to approve the minutes of the September 27, 2022 meeting. Motion carried 4-0.

   Ms. Blair moved to accept the claims. Motion carried 4-0.

**2. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

**3. New Business**

1. Consider and discuss Anthem Health Insurance renewals

   HR Coordinator Michael Miller spoke to the committee on the health insurance renewal rates. Mr. Miller and Ms. Cox met with Beimdiek regarding renewal rates, and Beimdiek was able to negotiate on the City's behalf and get only a 2% increase. The 2022-2023 budget included a 10% projected increase in health insurance costs.

   Ms. Cossey made a motion to approve the same health insurance plan with a 2% increase and send to council for full approval. Motion carried 4-0.

2. Consider and discuss Remote Work Policy

   Mr. Miller also presented the Remote Work Policy. There had been a slight change to the policy compared to the one sent out in the packet. This will allow department heads to allow eligible employees to work from home up to 2 days a week. There were discussions on the cyber-security aspect of this policy, as well as performance measures.

   Ms. Blankenship moved to approve the amended remote work policy and forward it to council. Motion carried 4-0.

3. Staff Reports

   Mr. Miller gave an update on the 5 year personnel plan he has been working on. Department heads were asked to submit written requests for positions they would like in their departments should there be enough money in the budget. These will be presented to the departments' committees and then brought to

Insurance, Audit and Claims, and the budget committee.

Mr. Dagnan reported that the sales tax numbers were still up, the use tax was lower than expected but still above projected numbers. He also mentioned that there would be a potential 3% COLA given in January.

4. Other Reports

**4. Adjournment**

Ms. Blair made a motion to adjourn at 5:50 pm. Motion carried 4-0.

**JOB DESCRIPTION**

**CITY OF CARTHAGE**

**DEPARTMENT:** Police **SALARY GRADE:** G

**POSITION TITLE:** Master Patrol Officer **FLSA STATUS:** Non-Exempt

## RESPONSIBILITIES OF POSITION

Responsible for performing law enforcement, crime investigation, and crime prevention work. Primary responsibility is for the protection of life and property through enforcing statutes and laws. Duties normally consist of patrol and traffic activities in the city on an assigned shift in a patrol car, on a bicycle, or on foot and answering calls for service. Duties include investigation of crimes and traffic accidents. Work is performed in accordance with departmental rules, regulations and policies. Work involves an element of danger and required physical strength and agility at times to apprehend or subdue persons suspected of crimes. Exercises direct supervision over patrol officers of the shift with the Sergeant and in the absence of the shift Sergeant.

## SUPERVISION RECEIVED AND EXERCISED

The Sergeant of the shift provides supervision and general administrative direction. Because technical skills in the operations of the Police Department are expected to accompany the incumbent, supervision is generally in the nature of explaining specialized assignments or assignment changes. The incumbent is expected to use good judgement, common sense, and to demonstrate considerable independent knowledge in the performance of assigned duties. Work is reviewed through conferences, written reports, inspections, and observations of results obtained. Exercises direct supervision over patrol officers of the shift with the Sergeant and in the absence of the shift Sergeant.

**ESSENTIAL JOB FUNCTIONS:** Essential responsibilities and duties may include, but are not limited to the following:

1. Patrols assigned area in a vehicle, on foot, or bicycle when assigned, to aid in preventing crime, and to enforce Federal, State, and City laws and regulations and to deter and detect criminal activity.
2. Determines the nature of a call, investigates the circumstances, and takes any necessary and prudent action, such as making arrests and transporting prisoners. Searches prisoners, collects personal effects, and assures proper receipting and safeguarding of personal effects.
3. Reviews reports, hot sheet items, and patrol board information.
4. Appears in court per department policy and is available to testify in matters which the officer has knowledge.

5. Maintains uniform and equipment in accordance with departmental policy. Maintains supply of forms and reports needed to perform duties. Maintains weapons in accordance with department policy.
6. Attends training sessions to obtain information on new procedures and maintains compliance with department standards. Reviews training material provided by the department.
7. Serves criminal warrants and summons as issued by the courts while maintaining officer safety.
8. Maintenance of physical condition needed to effect arrest, subdue resisting individuals, chase fleeing suspects, lift and carry equipment or injured persons, force entry in buildings, climb flights of stairs, walk, stand, or sit for long periods of time. Perform lifesaving procedures and maintain emotional and psychological stability.
9. Prepares a variety of records and reports, such as reports on arrests, property impounded, accident offenses, and damage to property. Prepares and maintains legible, concise and understandable activity logs and other related or similar types of information as a personal reference record of incidents and details.
10. Be able to pass annual evaluations of performance. Successfully pass a year probationary period.
11. Supervise shift patrol officers in the absence of the shift Sergeant.
12. Carries out any other duties as are within the scope, spirit, and purpose of the job as directed by a supervisor or department head.

## QUALIFICATIONS REQUIRED

**Knowledge:** Working knowledge of criminal investigations, crime scene investigation, search, seizure, and evidence laws, traffic and parking ordinances and laws, officer safety, property radio procedure, and computer operation. Comprehensive knowledge of department rules and regulations, policy, procedure, and laws of the city and state. General geographical knowledge of the City of Carthage. Knowledge of activities that are being monitored by the department and be familiar with activities occurring in the City. Knowledge of capabilities and limitations of operating units within the Carthage Police Department.

**Abilities:** Ability to cope with a wide variety of situations with tact, discretion, courtesy, and respect for citizen's rights, prepare written reports in an accurate, comprehensive, timely and legible manner; follow verbal and written instructions, to speak effectively to individuals and groups. Ability to acquire thorough skills in the use of firearms and other police-related tools and when they should be used, learn and properly perform first aid, to physically handle other persons who may resist arrest, establish and maintain effective working relationships with other employees. Ability to analyze situations quickly and objectively, to recognize actual and potential dangers, and to determine proper course of action. Ability to maintain high patrol visibility to assist in crime prevention and actively concentrate on high incident areas. Performs dispatching duties when assigned. Familiar with the following: nuisance abatement duties (see nuisance abatement job description), parking control duties (see parking control job description), crossing guard duties (see crossing guard job description).

**Experience, Education and Training:** Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be: Experience: Minimum of 2 years of patrol experience. Have a valid Missouri POST certification. Education: High school diploma (or HSE Equivalency Credential). Training: Other specialized skills not listed may be approved at the discretion of the Chief of Police.

**Licenses and Certificates:** Possession of, or the ability to maintain, an appropriate valid Missouri driver's license. Certification and training requirements as specified by Missouri state statutes. Must have four (4) of the following to be eligible: Field Training Instructor (REQUIRED), First Line Supervisor School (Required within one year of promotion), BA Operator (Type II or III), Drug Recognition Expert, Driving Instructor, Physical Skills Instructor, Hostage Negotiator, Radar Instructor, DARE Instructor, Range Instructor, Less Lethal Instructor, Taser Instructor, Crime Scene Investigation Certified, Accident Reconstructionist.

**SPECIAL REQUIREMENTS**

**Schedule:** The "normal work period" for Police Department personnel is 24 days. Shifts are composed of 12-hour segments (day or night). Police Department personnel shall work 147 (rounded) hours at their regular rate during the "normal work period." Shifts begin at 6:00 o'clock.

**Overtime:** The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act.

***LIMITATIONS AND DISCLAIMER:***

*The above job description is meant to describe the general nature and level of work being performed. It is not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skills, and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.*

I have read the foregoing job description in its entirety and I understand its contents. I can perform the essential functions outlined with or without reasonable accommodation under the Americans with Disabilities Act.

Signed: ____________________________ Date: _______________________

**CITY OF CARTHAGE**
**JOB DESCRIPTIONS**

**DEPARTMENT:** General Administration **SALARY GRADE:** F
**POSITION TITLE:** Deputy City Clerk **FLSA STATUS:** Non-Exempt

**RESPONSIBILITIES OF POSITION:**
This is fiscal data entry, accounting, and processing work of some complexity. Work involves collection of license fees, and other monies due to the City. Work also involves accounting for and depositing all monies received for the Clerk. This position will also provide technical services using clerical skills to assure the liabilities for the City are met and properly recorded on the financial records.

**SUPERVISION RECEIVED:**
Under direct supervision of the City Clerk. Because technical skills in this fiscal, clerical and customer relations position are expected to accompany the incumbent, supervision is generally in the nature of explaining specialized assignments or assignment changes. Incumbent is expected to use good judgment, common sense, and to demonstrate some independent knowledge in the performance of assigned duties.

**ESSENTIAL JOB FUNCTIONS:** Essential responsibilities and duties may include, but are not limited to the following:

1. Serves as an Assistant City Clerk and acts on behalf of the City Clerk when necessary. Assists the City Clerk with clerical duties and special projects as needed.
2. Attend meetings in the absence of the City Clerk and take minutes.
3. Check, correct, and compile invoices and disbursement from departments; enters data into accounts payable computer system; balances totals, prepares dated reports; prints, mails, and distributes checks.
4. Set up and maintain vendor lists; maintains vendor files for accounts payable; prints and transfer checks.
5. Prepare monthly warrant and treasurer’s reports.
6. Notify Mayor of committee and board appointments due. Prepare letters for Mayor’s appointments that are renewed, removed, or resigning.
7. Responsible for the Planning & Zoning records retention and communications.
8. Responsible for preparing the City of Carthage proclamations.
9. Assist the Assistant City Administrator with Property/General Liability insurance.
10. Collection and management of cigarette tax, franchise fees and rummage sale permits as directed by the City Clerk.
11. Collect monthly lodging tax and prepare reports.
12. Collection and management of dog and cat licenses.
13. Prepare occupation licenses, mail notices of renewal and delinquency as directed by the City Clerk.
14. Serves as initial contact in the City Clerk’s reception area and will be the first position to answer incoming calls.
15. Organizing and filing of documents in vault.
16. Balance landfill tickets and deposit money.
17. Prepare monthly Collector’s Report and reconcile to the City’s books.
18. Ability to establish and maintain effective working relationships with

other employees and to learn aspects of other office employees' duties in order to fill in for or supplement their work.

19. Operates a variety of office machines, including calculator, computer, typewriters and fax.
20. Carries out any other duties as are within the scope, spirit and purpose of the job as directed by the supervisor or Department Head.

**QUALIFICATIONS REQUIRED:**

**Knowledge:** Knowledge of modern office terminology, practices and procedures including considerable knowledge of bookkeeping principles and practices, particularly as they apply to performance of a specific financial operation such as accounts payable and accounts receivable.

**Abilities:** Ability to accurately and independently compile statistical and fiscal reports. Ability to establish and maintain effective working relationships with the City, other officials, and the public. Ability to communicate effectively, both orally and in writing.

**Experience, Education and Training:** Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be: Experience: One (1) to two (2) years of previous experience in a similar position or demonstration of possession of the knowledge and abilities listed above. Education: Graduation from high school (or HSE-High School Equivalency Credential) or related specialized training courses which supplement experience are desirable.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Work is performed mostly in an office setting; hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee must frequently walk, sit, talk and hear; use hands and fingers to handle and feel objects, tools or controls; and to reach with hands and arms. The employee is occasionally required to kneel and crouch, and lift and/or move up to 25 pounds. Specific vision ability required by this job includes close vision and vision to adjust focus.

**Licenses and Certificates:** Possession of or ability to maintain an appropriate valid Missouri driver's license.

**SPECIAL REQUIREMENTS:**

**Schedule:** Work is typically 8:00 a.m. to 5:00 p.m. Employee is scheduled to work 80 hours during the bi-weekly work period.

**Overtime:** The City provides overtime or compensatory time off pursuant to the Fair Labor Standards Act.

***LIMITATIONS AND DISCLAIMER:***

*The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. Requirements are representative of minimum levels of knowledge, skills and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform duty proficiently.*

I have read the foregoing job description in its entirety and understand its contents. I can perform the essential functions outlined with or without reasonable accommodations under the American with Disabilities Act.

Signed:______________________________ Date: ________________________________

**COUNCIL BILL NO. ___22-45___** **ORDINANCE NO. _________**

**AN ORDINANCE TO AMEND THE CITY OF CARTHAGE, MISSOURI, PURCHASING MANUAL THAT GENERALLY INCREASES THE LIMITS OF THE POLICY AND CORRECTS OTHER MINOR ERRORS WITHIN THE POLICY. SUCH AMENDMENT OF THE PURCHASING MANUAL IS AS RECOMMENDED BY THE INSURANCE AUDIT AND CLAIMS COMMITTEE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION** I: The City of Carthage, Missouri Purchasing Manual is hereby amended as stated, a copy of which policy is attached hereto and incorporated herein as if set out in full.

**SECTION** II: This ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS ______ DAY OF _______________, 2022.**

_________________________________

**Dan Rife, Mayor**

**ATTEST:**

________________________________________

**Miranda Deal, City Clerk**

**Sponsored by: Committee on insurance audit and claims**

City of Carthage

# Purchasing Manual

Council Bill 05-30

May, 2005

(amended October 25, 2016)

## TABLE OF CONTENTS

# PURCHASING POLICY

## PART A - PURPOSE, APPLICATION

### 1-1. Purpose

The purpose of the Purchasing Manual is to provide the regulations, policies, and procedures covering the acquisition of goods and services by the City of Carthage. The manual designates purchasing responsibility within the Municipality and is designed as a systemic procedure for purchasing which assures an equal opportunity for all qualified, respectable companies, businesses, and individuals to be considered as potential suppliers for Carthage.

### 1-2. Application.

The purchasing manual covers all purchases made by the City, with the following exceptions:

1. Purchases made by the Carthage Water & Electric and the Library Board.
2. Labor or services rendered by any municipal officer or employee.
3. Labor, materials, supplies or services furnished by one municipal department to another municipal department.
4. Labor, materials, supplies or services furnished by the Carthage Water & Electric Plant or the Carthage Library.
5. The purchase or lease of real estate.
6. Contracts with other governmental entities, authorities, agencies or political subdivisions.
7. Contracts for professional services including but not limited to engineering, artistic, legal, computer programming and financial services. These services may be obtained through negotiation. However, sealed proposals are preferred. All such contracts over $1,000 must be approved by the City Council.
8. Purchases made pursuant to cooperative intergovernmental purchasing programs.

### 1-3. Amendment

The Purchasing Manual may be amended and expanded as necessary by the Purchasing Officer with the approval of the City Council.

## PART B - DEFINITIONS

**Architect-Engineer and Land Surveying Services.** Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.

**Blind Trust.** An independent 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.

**Brand name or equal specifications.** A specification limited to one or more items by manufacture's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

**Brand Name Specification.** A specification to one or more items by manufactures' names or catalogue numbers.

**Business.** A corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

**Capital Items.** Are generally defined as fixed assets, which are tangible items, not consumed in normal departmental operations, with a life expectancy of two (2) years or longer, with an initial total acquisition cost of $5,000.00 or more. Items that increase the capacity or extend the useful life of a fixed asset and have a cost of $5,000.00, shall also be considered as a capital item. Fixed assets are further defined as:

1. Land - all parcels acquired by the City for building sites, park land, and right-of-way regardless of cost or method of acquisition.
2. Buildings - costs of constructing or procuring building structures. Cost shall include all construction and professional fees.
3. Improvements Other than Buildings - expenditures for procuring improvements not associated with building. Included are permanents such as paving, fencing, landscaping, retaining walls, and such capital improvements as streets, curbs and drains, and water and sewer lines.
4. Machinery and Equipment - expenditures for machinery and equipment used for public works, parks, streets, public safety, etc., which includes heavy equipment such as off-road vehicles, machinery, and trailers. Incorporations other equipment which aid a department in accomplishing its mission.
5. Vehicles - includes cars, trucks, and motorcycles, capable of driving on the road. Also includes boats.
6. Fixtures - attachments which are intrinsic to buildings are not intended to be removed and which cannot be removed without damage to the buildings. For example, a building's central air conditioning system is a fixture. However, a portable air-conditioning unit is equipment.
7. Office Equipment, Furniture, Fixtures - office furniture, building fixtures, communications equipment, computers etc.,.and other miscellaneous items.

**Change Order.** A written order directing the contractor to make changes which the "Changes" clause of the contract authorizes the City to order without the consent of the contractor.

**Contract Modification (bilateral change).** Any information which is available in 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.

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

**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, building or real property.

**Contract.** All types of City agreements, regardless of what they may be called, for the procurement of supplies, services or construction.

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

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

**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 Ordinance, and a fee or profit, if any.

**Direct or Indirect Participation.** Involvement through decision, approval, disapproval, recommendation, preparation, of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

**Disadvantaged Business.** A small business which is owned or controlled by a majority of persons, not just 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 advantage.

**Employee.** An individual drawing a salary or wages from the City, whether elected or not, any non-compensated individual serving as an official.

**Gratuity.** A payment, loan, subscription, advance, deposit of money, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

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

**Invitation for Bids.** Any documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

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

**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.

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

**Procurement.** The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction, including description of requirements, selection and solicitation of sources, preparation and award the contract, and all phases of contract administration.

**Public Agency.** A public entity subject to or created by the City.

**Qualified Products List.** An approved list of supplies, services or construction items described by model or catalogue numbers, which prior to competitive solicitation, the City has determined will meet the applicable specification requirements.

**Request for Proposals.** All documents, whether attached or incorporated reference, utilized for soliciting proposals.

**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.

**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.

**Services.** The furnishings 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.

**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 operations.

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

**Supplies.** All property, including but not limited to equipment, materials, printing, insurance and leases of real property, excluding land or permanent interest land.

**Using Agency.** Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Ordinance.

## PART C- PURCHASING POLICY

### 2-1 General Policy.

It is the general policy of the City of Carthage to purchase goods and services from responsible suppliers in the manner which is the most cost-effective for the municipality. Cost-effectiveness includes not only the price of a purchase but also comparative quality, serviceability, delivery time and any factor which affects the use of the goods or service.

### 2-2 Domestic Preference.

Whenever possible, Carthage will endeavor to purchase products and goods manufacture or produced by American business concerns. Additionally, the City may give preference to businesses located in Carthage, Missouri and businesses located in the State of Missouri.

**2-3 Centralized Purchasing.**

Until such time as the City has available a central storage facility, a centralized purchasing system is not feasible. However, the Purchasing Officer shall endeavor to find specific, recurrent, items of expenditure by all Departments and consolidate these purchases for the purpose of obtaining a lower price.

**2-4. Cooperative Purchasing.**

It is the policy of the City of Carthage to support and foster cooperative purchasing agreements between and among all Departments and Administrative Boards and Commissions. Whenever possible, the Purchasing Officer shall make arrangements for joint purchases with Carthage Water & Electric specifically. This will make possible a better bid price for large volume purchases. Example: Joint purchase of auto and truck tires.

## PART D - IMPLEMENTATION

**3-1. Assignment of Responsibility.**

1. **Principle Public Purchasing Officer**. City Code stated that the City Administrator shall "Establish and maintain proper purchasing procedures so that they are in compliance at all times with state and federal regulations governing the purchase of equipment, goods and services." In order to implement the procedures and policies set out herein the City Administrator shall serve as the principal public purchasing officer.

2. **City Clerk.**
   a. The City Clerk shall be responsible for the maintenance of all contracts related to the purchase of supplies, services and construction needed by the City.
   b. The City Clerk shall provide inventory tags to the Departments and maintain a listing of all fixed assets of the City. Property, property improvements and land do not require tags

3. **Department Heads.** In accordance with this policy Department Heads shall:
   a. Purchase or supervise the purchasing of all supplies, services and construction needed by this City.
   b. Exercise direct supervision over inventories of supplies belonging to the City.
   c. Sell, trade, or otherwise dispose of surplus belonging to the City.
   d. Develop and maintain detailed specifications for items to be purchased.

## PART E - SUPPLIERS

**4-1. Listing.**

Whenever possible, lists of qualified suppliers for specific goods and services shall be kept by the Department Heads.

**4-2. Qualified Suppliers.**

1. Any firm which has successfully provided equipment, supplies, or services within the past three (3) years shall be placed on the vendors list.

2. Any firm located in the City limits of Carthage, which has not been debarred, shall be placed on the vendors list if the Department Head is aware of the firm's existence and the services provided by the firm. For formal bids, an advertisement in a local newspaper shall serve as adequate notice to local vendors who are unknown by the Department Head.

3. Any firm located outside the City limits of Carthage, which has been debarred, may be placed on the vendor's list if the vendor makes a formal request in writing to be placed on the vendor list, the Department Head feels that the services offered may at some point be needed by the Department, the vendor continues to maintain contact with the City after a period of one (1) year and vendor successfully supplies service/supplies to the Department within three (3) years.

**4-3. Removal from Vendors List.**

The City may remove supplier from the vendor list for the following reasons:

1. Debarment.
2. Failure to submit a quotation or bid on three successive occasions.

**4-4. Debarment or Suspension of Suppliers.**

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the principal purchasing officer, after consulting with the City Attorney, is authorized to debar a person for cause from consideration for award of contracts. After consultation with the City Attorney, the principal purchasing officer 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 causes for debarment include:

1. Documentation of unsatisfactory performance by the supplier or by the goods or service provided by the supplier.
2. False or misleading statements about a product or service.
3. Collusion with another supplier in an attempt to regulate the price, quality, or availability of goods or services to the detriment of the City.
4. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract.
5. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of responsibility as a contractor.
6. Conviction under state and federal antitrust statutes arising out of the submission of bids or proposals;
7. Violation of contract provisions, as set forth below, of a character which is regarded by the primary purchasing officer to be so serious as to justify debarment action;
   a. deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or
   b. 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;

8. Any other cause the primary purchasing officer determines to be so serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause listed in this policy; and
9. For violation of the ethical standards set forth in this policy.

Upon debarment, a supplier shall be removed from the suppliers list until re-qualified by the Purchasing Officer. Such re-qualifications shall consist of reasonable proof that cause for debarment shall not reoccur. Any supplier (disqualified) debarred shall be notified in writing by the Purchasing Officer of the reasons for the action. A supplier aggrieved by a debarment or suspension may submit a written appeal to the Mayor.

## PART F - ETHICS IN PUBLIC CONTRACTING

### 5-1. Criminal Penalties.

To the extent that violations of the ethical standards of conduct set forth in this policy constitute violations of the State Criminal Code 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 Ordinance shall not be impaired.

### 5-2. Employee Conflict of Interest.

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

1. The City employee or any member of the City's immediate family has a financial interest pertaining to the procurement contract; or

2. Any other person, business, organization with whom the City employee or any member of a City employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

Provided, however, that nothing contained herein shall be construed to apply to any contract, sales or lease not initiated, proposed, instituted, introduced by the employee who may be involved or interested in such undertaking, or interested in such undertaking, or any contract entered into through the public bidding process. In order to accomplish the goals and objectives of the City in the most efficient and economical manner possible, the City may procure supplies and services from City employees in the amount up to $1,000.00 per fiscal year without being in violation of this section.

Any City employees doing business with the City shall be duly licensed with the City and possess a valid identification number.

A City employee or any number of a City employees' immediate family who holds a financial interest in a disclosed blind trust not be deemed to have a conflict of interest with regard to matters pertaining to the financial interest.

## 5-3. Gratuities and Kickbacks.

1. Gratuities.
   It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City 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, 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, claims 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 this Section shall be conspicuously set forth in every contract and solicitation therefor.

## 5-4. Prohibition Against Contingent Fees.

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City 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.

## 5-5. Contemporaneous Employment Prohibited.

It shall be unethical for any City employee who is participating directly or indirectly in the Procurement process to become or to be, while such a City employee, the employee of any person contracting with the governmental body of securing business.

## 5-6. Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.

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

1. The contemporaneous employment or financial interest of the City employee has been publicly disclosed;
2. The City employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
3. The award will be in the best interest of the City.

## 5-7. Use of Confidential Information.

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

**5-8. Sanctions.**

1. Employees.
The City Council may impose any one or more of the following sanctions on a City employee for violations of the ethical standards in this Article:
    a. oral or written warnings or reprimands;
    b. suspension with or without pay for specified periods of time; or,
    c. termination of employment; or
2. Non-employees:
    a. Written warnings or reprimands;
    b. termination of contracts; or
    c. debarment or suspension.

**5-9. Recovery of Value Transferred or Received in Breach of Ethical Standards.**

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

## PART G – SPECIFICATIONS

**6-1. Responsibility.**

Specifications shall be prepared by the appropriate Department Heads for all purchases requiring competitive bidding or negotiations. Specifications will be approved by the Purchasing Officer as to format before provided to suppliers.

**6-2. Requirements.**

A specification is a description of the product or material upon which bids or quotations are solicited. An acceptable specification should meet the following general criteria.

1. Specifications should be specific and complete, without vague provisions through which a bidder could evade a requirement, thereby taking unfair advantage of the other bidders, or failing to provide the goods or services desired.
2. Specifications must accurately describe the goods or services required and requirements for performance.
3. Specifications should not over-specify, either by requiring materials of a better quality than is needed, or including elements not germane to the goods or service.
4. Specifications should not be so specific or so strict so as to effectively eliminate acceptable products from competition.

5. Specification should be worded as simply as is consistent with clarity.
6. Specifications should stipulate any special methods of packing, marking, billing or shipping which are required.

## PART H - SMALL PURCHASES

### 7-1. General Policy.

1. **Conditions for Use.**
   Generally, for items approved in the City's Annual Budget, Department Heads have authority to authorize purchases costing up to $5,000 following the provisions specified herein. Purchases costing in excess of $5,000.00, but less than $10,000, shall be pre-approved by the City Administrator. The City Administrator will determine if the item is budgeted and has been properly bid. Purchases costing over $10,000 shall require approval of the Department's Council Committee and the City Council, after evaluation by the City Administrator and Department Head.

### 7-2. Purchases shall not be artificially divided so as to constitute a small purchase.

### 7-3. Purchases Costing Less Than $2,500.

For any budgeted purchase costing less than $2,500 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head. Whenever possible, purchases costing less than $10.00 should be made from petty cash funds, weather by reimbursement of personal funds expended, or through an advance prior to the Purchase. If Carthage maintains a credit account with the vendor, a charge purchase may be made. A receipt indicating the vendor, item purchased, cost date, and account to which the purchase is charged, should be submitted to the specific Department Administrative office as soon as recommended.

### 7-4 Purchases Costing More Than $2,500 But Less Than $5,000.

For any budgeted purchase costing more than $2,500 but less than $5,000 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head. Three written quotations must be obtained for items costing between $2,500 and $5,000. The written quotations shall be submitted along with the purchase requisition for processing.

### 7-5. Purchases Costing More than $5,000 But Less Than $7,500.

For any budgeted purchase costing more than $5,000 but less than $7,500 may be made by a Department Head or an employee given specific or general purchasing authority by a Department Head, with the approval of the City Administrator. Three written quotations must be obtained. The written quotations shall be submitted along with the purchase requisition for processing.

### 7-6. Purchases Costing More Than $7,500 but less than $10,000.

For any budgeted purchase costing less than $7,500 and more than $10,000 may be made by the Department Head with the approval of the City Administrator. Competitive Sealed Bids are required. The policy concerning the use of Competitive Sealed Bids shall be followed before approval will be given by the City Administrator.

**7-7. Purchases Costing More Than $10,000.**

Purchases costing more than $10,000 may be made by the Department Head with the approval of the City Administrator, the Department's Committee (i.e. "Police Committee, Street Committee, etc."), and the City Council. Competitive Sealed Bids are required. The policy concerning the use of Competitive Sealed Bids shall be followed before approval will be given for the purchase.

**7-8. Items Not Budgeted.**

1. All items which are funded in the City's annual budget must be approved by the City Council through the budget process. Certain line items in the budget cover categories of small purchased such as "Office Supplies, Street Materials, Radio Repair & etc.". It is not the intention of this provision to restrict such purchases. Purchases which will cause a specific expense account to exceed the fiscal year's budgeted amounts shall require approval by the Department's Committee (i.e. "Police Committee, Street Committee, etc."), and the City Council.

2. Leasing and other methods of spreading out payments over time should not be used to circumvent the intent of the budgetary process. Leased items should be budgeted or approved by the City Council.

**7-9. Department Head Accountability.**

Individual Department Heads will be responsible for the development of prudent and cost conscious attitudes and practices within their own Departments. Department Heads are encouraged to "shop around". Two or three quick phone calls by an employee can often provide a significant savings even on small items purchased. At various times, the Purchasing Officer or a Council members on the Audit & Claims Committee may check prices paid on specific items purchased. Department Heads are responsible for any purchases made by their respective Departments.

**7-10. Quotations.**

Whenever possible, quotations for a purchase should be received from a representative number of vendors. Quotations for purchases totaling less than $2,500 are not required, but are strongly encouraged. At least three quotations shall be required for all purchases in excess of $2,500, unless the item is sufficiently unique that three vendors cannot be contacted. Records of quotations received orally or in writing (if required) should be maintained by the Department. Copies of quotations received for items over $5,000 must be provided to the Purchasing Officer for evaluation.

**7-11. Routine Purchases.**

Whenever possible, bids should be taken for extended agreements for routine purchases. Such routine purchases include but are not limited to: building maintenance services, computer paper, office supplies, street materials and etc.

## 7-12. Cooperative Purchasing Plans.

Nothing in this policy shall be construed to limit or prohibit the City from joining with other units of government in cooperative purchasing plans. All contracts awarded by the state for the purchases of supplies, materials or contracted services may be used in lieu of the procedures set out in this policy when the best interest of the City would be served thereby.

# PART I - COMPETITIVE SEALED BIDDING

## 8-1. Requirements.

All purchases of goods and services by the City of Carthage with a cost in excess of $7,500 shall be made through the competitive sealed bidding process except:

1. Labor or services rendered by any Municipal officer or employee.
2. Labor, material, supplies, or services furnished by one City department to another City department.
3. Contracts for labor, material, supplies or services available from only one vendor.
4. Contracts relating to the acquisition or use of real property.
5. Contracts for professional or unique services such as legal advice, engineering services, computer programming & etc.
6. Contracts for Fuel Purchases (separate procedure exists).
7. Contracts for emergency repairs or replacements.
8. Contracts with other governmental entities, authorities, agencies or political subdivisions.

## 8-2. Authority and Responsibility.

Appropriation for a purchase in the annual budget shall be authorization for the Department Head and Purchasing Officer to enter competitive bidding for such purchase.

## 8-3. Invitation to Bid.

When it is determined that a purchase is to be made through competitive bidding, an invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include:

## 8-4. Legal Advertisement.

An invitation to bid shall be placed in a legal advertisement in one issue of a newspaper of general circulation in the municipality. The legal advertisement shall be placed no later than seven (7) working days prior to the scheduled bid opening.

## 8-5. Bid Procedure.

All bids shall be addressed to the City Clerk who shall be responsible for their safety and security. Bids shall be firmly sealed in an envelope and labeled indicating the specific purchase for which the bid is submitted and scheduled date of the bid opening. Bids not delivered by mail should be personally delivered to the City Clerk. The City is not responsible for bids delivered to, or accepted by any other employee.

## 8-6. Bid Opening.

1. All bids shall be opened in public by a Committee of at least three (3) members of the staff, Mayor, or Council Members.
2. All bid openings shall be held at the scheduled date.
3. Any bids received after a bid opening has commenced shall list the date and time of receipt. Such bids shall not be considered unless the City Council shall vote to allow an exception to this policy.
4. If a bid is opened in error to the scheduled date of the bid opening, the person opening the bid shall reseal the bid and mark the bid envelope with the words "opened in error", together with the person's signature and the date and time the bid was erroneously opened.

## 8-7. Bid Analysis.

For items over $5,000 and less than $10,000, the Department Head shall tabulate and analyze the bid results. The Department Head will provide copies of the bids to the City Administrator and will make a recommendation of the lowest and best bid from a responsible bidder. Upon approval of the City Administrator, the Department Head may proceed with the purchase. For items over $10,000, the Department Head shall tabulate and analyze the bid results. The Department Head shall provide copies of the bids to the City Administrator and the appropriate Council committee and will make a recommendation of the lowest and best bid from a responsible bidder. Upon approval of the City Administrator and the Council committee, the Council committee will make a recommendation to the City Council.

## 8-8. Bid Award - Items over $10,000.

Upon recommendation by the appropriate committee, the Council shall award a purchase to the lowest and best responsible bidder. All such bid awards shall be made in a public meeting by a majority vote of Council members present.

## 8-9. Rejection of Bids.

The municipality reserves the right to reject any or all bids.

## 8-10. Records Maintenance.

Upon award by the City Council, all bids received and opened shall be a matter of public records and shall be maintained on file in accordance with the City's record's retention policy by the City Clerk. The Clerk shall make all bids available for public inspection upon request to citizens and taxpayers of the City and vendors who made a bid in response to the invitation to bid in question.

## 8-11. Waiver of Bidding Informalities.

The City Council shall, at all times, reserve the right to waive any and all bidding formalities or other requirements of the invitation to bid and/or the specifications.

## 8-12. 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 contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clean and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended. However, downward correction of a bid, which would displace the apparent low bidder, shall only be permitted if the error made and the intended bid price can be determined solely from the bid documents. Upward correction of a bid, established from the bid documents or other evidence, may be permitted.

**8-13. Two-step Sealed Bidding.**

When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of un-priced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

**8-14. Competitive Sealed Proposals.**

"Competitive Sealed Proposals" or "Request for Proposals" may be used when the City is aware of a need for service, equipment, or materials but is not certain of all the options which are available for fulfilling the need (Example: The City may wish to landscape an area of the City and would like to review the various layouts and options which can be provided by the nurseries. Instead of specifying a certain number and type pf trees or shrubs, the City may request the nurseries to submit proposed layouts.)

## PART J - EMERGENCY PURCHASES

**Policy**

When a circumstance requires that a purchase be made in limited period of time so as to preclude the competitive bidding or negotiations process, the Mayor may waive the purchasing procedure and authorize an emergency purchase. Such emergency purchases shall be limited to situations where:

1. Delay in making the purchase presents a threat to the health or welfare of the citizens of Carthage or City employees.
2. The purchase is required due to unforeseen circumstances and delay would seriously hinder the effective delivery of Municipal services.
3. There are no feasible alternatives to the emergency purchase.

**Procedure**

Approval of the emergency purchase shall come from the Mayor. Every effort should be made to provide competitive conditions for the emergency purchase. Quotations should be obtained from as many suppliers as possible, although such quotations may be oral in nature, as soon as possible after becoming aware of the necessity of an emergency purchase, the Mayor shall advise the Council of the situation necessitating the emergency purchase and the procedures used. The words "Approved for Emergency Purchase" shall be placed upon the written quotation and shall be signed by the Mayor. A note from the Mayor to the file will be sufficient for an oral quotation.

## PART K - SALE OF MUNICIPAL EQUIPMENT AND SUPPLIES

### Policy

The Purchasing Officer shall, with Council approval, be responsible for the disposition or sale of salvage, obsolete, or surplus materials, to prevent deterioration and value losses of no longer used materials, and to reduce storage costs.

### Procedure

The Purchasing Officer shall regularly confer with Department Heads in order to prepare a list of surplus equipment and supplies. Disposition of such equipment and supplies may be by any of the following procedures:

1. Trade-in allowance on a new purchase.
2. Reallocation to another department.
3. Sale to another governmental jurisdiction.
4. Sale to a private party.

Sale of municipal supplies and equipment shall be accomplished in the following manner:

1. Items with a value of less than $500 may be sold with the approval of the Mayor and appropriate Council Committee.
2. Items with a value greater than $500 may be sold through competitive bidding with the approval of the Council.
3. The value of an item shall be its estimated economic value at the time of sale.

## PART L - CITY ISSUED CREDIT CARDS

### Policy

City issued credit cards will be made available to Department Heads of the City. Purchases made by credit card must adhere to City purchasing procedures. This includes providing receipts, and bidding procedures as specified herein. Credit cards are authorized for official expenditures for the City by Department Heads or their delegated representative for training, travel, and conference expenses, for purchase of mail order materials or supplies which require pre-payments; or vendors with which the City has no established credit.

### Procedure

1. Applications for credit cards must be approved by the City Administrator. The card will be embossed with the Department Head's name along with the City of Carthage's name and carry an individual vendor number for the respective department. Credit limits shall

not exceed $2,500.

2. The Department Head will ensure controls for card security are in place including a log listing employee, in/out, and type of use. The log is subject to audit.
3. The employee in possession of the card by log records is personally responsible for the card. Personal use of credit cards will be a basis for disciplinary action up to, and including, dismissal.
4. The employee is responsible for submitting the customer copy of the original invoice to the employee responsible for processing the monthly statement within 24 hours of return. Proof of purchase or delivery will be attached in the absence of customer copies. The Department Head must review and approve monthly statements.
5. No finance or penalty charges are allowed to occur. Arrangements should be made to provide for payments on a timely basis. Inability to provide for timely payment may result in the loss of the card.
6. The card is subject to cancellation if used for personal use, abuse, or failure to comply with procedures.
7. In no event should alcoholic beverages be charged with the City issued credit card. The City will not pay any charges associated with the purchase of alcoholic beverages.
8. Use of the card for cash advances is strictly prohibited.
9. Violation of these provisions will be a basis for disciplinary action up to, and including, dismissal.

**SUMMARY TABLE**

| Purchase Amount | Approval Required | Quotations Required | Routing |
|---|---|---|---|
| $200 to $2,500 | Department Head | None (oral quotes recommended) | Department |
| $2,501 $5,000 | Department Head | Three written quotations | Department |
| $5,001 to $7,500 | Department Head<br>City Administrator | Three written quotations | Department to City Administrator |
| $7,501 to $10,000 | Department Head<br>City Administrator | Competitive Sealed Bids/Proposals | Department to City Administrator |
| over $10,000 | Department Head<br>City Administrator<br>Council Committee<br>City Council | Competitive Sealed Bids/Proposals | Department to City Administrator to Council Committee to City Council |

**BID SPECIFICATIONS**
**CITY OF CARTHAGE**
**MISSOURI**

This Document Contains the Following:

| | |
|---|---|
| PART I: | Invitation to submit bids |
| PART II: | Instructions to bidders |
| PART III: | Contractual requirements |
| PART IV: | Technical specification |
| PART V: | Bid Page |

## PART I
## INVITATION TO SUBMIT BIDS

The City of Carthage will accept sealed bids from qualified persons or firms interested in providing the following:

BIDS MUST BE RECEIVED BY AND WILL BE OPENED AT:

**3:00 P.M. ON December xx, xxxx**

PLEASE MARK YOUR ENVELOPE "SEALED BID - XXXXX" AND RETURN IT TO:

City Clerk's Office
326 Grant St.
Carthage, MO 64836

## PART II
## INSTRUCTIONS TO VENDORS CONCERNING THE INVITATION FOR REQUEST FOR BIDS

**A-1 Award.**
The City reserves the right to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any proposal unless proposal is unqualified by specific limitation of the vendor. The contract shall be awarded to the responsible vendor's whole proposal, conforming to the Invitation for Proposal, will be most advantageous (lowest price and best value) to the City, price and other factors considered. The City of Carthage will select the plan which best suits its needs and is not

required to choose the lowest priced proposal.

**A-2. PREPARATION OF BIDS.**

(a) Vendors are expected to examine the terms, specifications and all instructions.
(b) Each vendor shall furnish the information required by the invitation and print or type his name. Erasures or other changes must be initialed by the person signing the offer.
(c) Unit price of each unit quoted shall be shown and such price shall include packing and delivery unless otherwise specified. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
(d) Vendors must state a definite time for delivery of services unless otherwise specified in the invitation.
(e) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
(f) If the item has a trade name, b rand/and/or catalog number, such must be state in the proposal.
(g) Prices quoted are to be firm and final.
(h) In submitting bids, Vendor agrees that the City of Carthage shall have sufficient time to accept or reject any of the bids submitted as specified.
(i) Proposal sheets MUST be returned with bids.

**A-3. EXPLANATION TO VENDORS.**

Any explanation desired by a vendor regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach vendors before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective vendor concerning an invitation will be furnished to all prospective vendors as an addendum to the invitation, if such information is necessary to vendors in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed vendors.

**A-4 ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.**

Receipt of an addendum to an invitation by a vendor must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the proposal and received prior to closing time and date.

**A-5 SUBMISSION OF BIDS.**

(a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the City Clerk, 326 Grant Street, Carthage, MO 64836. The vendor shall show its company name and address on the face of the envelope.
(b) Telephoned or faxed bids will not be considered unless authorized by invitation
(c) Submission of a proposal constitutes an assignment by the vendor of any and all anti-trust claims that it may have under the Federal and/or State laws resulting from this Contract.

**A-6 FAILURE TO SUBMIT PROPOSAL.**

If no proposal is to be submitted, the invitation should not be returned unless otherwise specified. Failure of the recipient to bid or to notify the issuing office that future invitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.

**A-7 WITHDRAWAL OF BIDS.**

A proposal may be withdrawn in person by a vendor or its authorized representative provided the representative's identity is made known and a receipt for the invitation is signed, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a proposal will be considered only if confirmed by letter or email.

**A-8 LATE BIDS AND MODIFICATIONS.**

It is the responsibility of the vendor to deliver its proposal or proposal modification on or before the date and time of the proposal receipt deadline.

**A-9 DISCOUNTS AND PROPOSAL EVALUATION.**

Discounts offered for prompt payment will be considered in the proposal evaluation.

**A-10 ALTERNATIVE BIDS.**

Vendors must submit complete specification on all alternate bids. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to proposal clauses must be clearly noted on the proposal form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

**A-11 GUARANTEE.**

All customary guarantees for workmanship, quality and performance specified by the manufacturer for any or all items shall apply to the items offered under this proposal.

**A-12 EVALUATION OF BIDS.**

(a) The evaluation of bids will include consideration of price, quality, adherence to specifications, ability to meet the City's need for service and prior experience. Evaluation may also include financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and data on the materials, services and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.

(b) "Or Approved Equal" clause.
Whenever a material, service, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, service, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.

(c) Whenever the name of the manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items quoted are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at vendor's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.

(d) By virtue of statutory authority, the City shall give preference to all commodities, manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to United States' products and supplies. Preference may be given for Carthage services, products and supplies.

## A-13 NOTICE OF AWARD.

After considering the basis of award and evaluation of bids, City will notify the successful vendor of acceptance of the proposal.

## PART III
## CONTRACTUAL REQUIREMENTS

## REQUIREMENTS PERTAINING TO ALL CITY CONTRACTS

## A-1 DEFINITIONS

(a) "Owner" shall refer to the City of Carthage, Missouri and its authorized representatives.
(b) "Seller" and "Contractor" are terms which refer to the corporation, company, partnership, firm, or individual named and designated in the contract agreement and who has entered into this contract and its, his, or their duly authorized agents or other legal representatives. "Seller" shall be used to describe a supplier of goods. "Contractor" shall be used if work is to be performed for the City.
(c) The "technical specifications" include instruction to Vendors, the Term and Conditions of Purchase, and Definitions and the technical specifications of the work.
(d) A "sub-contractor" is a person, firm, or corporation supplying labor or materials for, and under separate contract or agreement with the contractor.

## A-2 CONTRACT TERMS

(a) The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or proposal documents. The Scope of Work to be done under the Contract shall be subject to modification of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any modification to the Scope of Work and the Contract. Any different or additional terms other than those herein contained are hereby objected to.
(b) The term of the coverage shall be one year. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract. It is the intention of the City to continue with the successful vendor for a period of three years. The City does reserve the right to make a change in Agents/Carriers or Coverage prior to the end of the three years if doing so would be in the best interest of the City.
(c) The City may, at its sole option, give notice to the Contractor to extend the contract for additional successive one-year terms unless the contractor has notified the City at least sixty days prior to the end of the contract term or extensions thereto that the Contractor will not renew the contract.
(d) The Contractor shall secure and maintain during the entire term of the contract and extensions thereto, professional liability insurance in an amount satisfactory to the City

to cover any alleged errors and omissions or fraud. A copy of the liability insurance shall be provided to the City prior to the effective date of the Contract.

(e) The successful bidder must furnish a certificate showing that Errors and Omission Insurance is carried with a coverage limit of at least $2,000,000 per occurrence. The City of Carthage, Missouri must be notified thirty (30) days in advance in the event the Errors and Omissions Insurance is canceled or non-renewed. A certificate of the above required coverage must be submitted with the proposal.

(f) If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective day of such termination. City or Contractor may, with or without cause, terminate this contract upon 30 days prior written notice. In either such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

**A-3 INTERPRETATION OF CONTRACT.**
This contract shall be construed according to the laws of the State of Missouri.

**A-4 INTEREST OF CERTAIN OFFICIALS OR EMPLOYEES.**
No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. Any federal regulations and applicable provisions in Section 105.450 it seq RSMo. shall not be violated. In addition, no conflict of interest provisions established in the Purchasing Manual of the City of Carthage shall be violated.

**A-5 FUND ALLOCATION.**
Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds.

**A-6 TAX EXEMPT.**
The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code Annotated.

**A-7 UNIFORM COMMERCIAL CODE.**
This Contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

**A-8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**
Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

**A-9 ACTS OF GOD.**
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.

**A-10 BANKRUPTCY OR INSOLVENCY.**
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the Contract and hold Seller responsible in damages.

**A-II COMPLIANCE WITH APPLICABLE LAWS.**
The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended. The Seller agrees to comply with the City's Purchasing Policy adopted by Council Bill 7009. The Seller may review a copy of this Purchasing Manual by contacting the City Clerk's office, 326 Grant Street, Carthage, Mo. 64836.

**A-12 EXECUTION OF AGREEMENT.**
Unless otherwise specified, the Contract shall consist of a copy of the signed bids attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: That both parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties thereby accept and agree to the terms and conditions of said proposal documents, and that the parties are bound thereby and the compensation to be paid the Vendor is as set forth in the Proposal. Items not awarded, if any, have been deleted.

**PART IV**
**TECHNICAL SPECIFICATIONS**
Column One below details technical specifications relating to the item being bid. Column Two has been left blank to allow the bidders to describe their offering or propose alternatives. Bidder must address each specification listed. If the item being proposed is exactly as specified, write "yes" in Column Two. Any item left bland will be assumed to be exactly as specified. The City will consider, but reserves the right to reject, all alternate proposals.

**Part V**
**BID PAGE**

COLUMN ONE: PREFERRED SPECIFICATION          COLUMN TWO: BIDDER'S PROPOSAL

## SAMPLE ORAL QUOTATION FORM

## ORAL QUOTATIONS

City of Carthage, Missouri

Department:____________________

Carthage, Missouri 64836

____________________, was contacted to supply the following item(s)/service(s) to the City of Carthage, at 326 Grant Street, Carthage, Missouri 64836 at the state price within thirty (30) days of this written quotation:

| ITEM / SERVICE: | PRICE: |
|---|---|
| 1 | $ ____________________ |
| 2 | $ ____________________ |
| 3 | $ ____________________ |
| TOTAL | $ ____________________ |

Name of Firm: ____________________________

Address of Firm: ____________________________

____________________________

____________________________

*(please type or print)*

Contacted by:

Name: ______________________ Date: ______________________

**SAMPLE WRITTEN QUOTATION FORM**
**WRITTEN QUOTATIONS**

City of Carthage, Missouri

Department:____________________

Carthage, Missouri 64836

I _________________________, hereby agree to supply the following item(s)/service(s) to the City of Carthage, at 326 Grant Street, Carthage, Missouri 64836 at the state price within thirty (30) days of this written quotation::

| ITEM / SERVICE: | PRICE: |
|---|---|
| 1 | $ __________________ |
| 2 | $ __________________ |
| 3 | $ __________________ |
| TOTAL | $ __________________ |

Name of Firm: ___________________________
*(please type or print)*

By:

Name: ______________________ Name: ______________________
*(please type or print)* *(signature)*

Date: _____________________________

## APPENDIX I

### FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROGRAMS

This appendix applies to procurements involving Federal Transit Administration (FTA) funded programs. Any sections of the Purchasing Manual which are in conflict with the provisions herein are hereby superseded.

### LOCAL PREFERENCES

The City of Carthage will not grant any preference to local or State businesses for any procurement involving FTA-funded programs.

### SPECIAL PROVISIONS REGARDING FTA-FUNDED PROCUREMENTS

### PROTESTS

Pre-Bid Opening Protests. If an Offeror can demonstrate that the Contract Documents issued by The City of Carthage are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Offeror may seek a review by the City Administrator or his appointed representative, at 326 Grant St. Protests shall be clearly identified as Protests and submitted in writing as early as possible, but no later than five (5) business days before proposal opening. Within four (4) business days after receipt of a pre-proposal protest, the City Administrator shall make one of the determinations listed in the paragraph entitled Rulings on Protests.

Post-Bid Opening Protests. A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by The City must be received in writing by the City Administrator no later than five (5) business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

In the event the protester alleges that the City Administrator or the representative appointed by the City Administrator to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the General Counsel shall serve as the Decision-Maker. In the event it has been alleged that the General Counsel has engaged in improper conduct during the subject procurement, either the City Administrator or the City Engineer shall serve as the Decision-Maker.

Rulings on Protests. Within four (4) business days, the City Administrator shall render one of the following determinations:

(a) Protest is overruled.
(b) Protest is substantiated. City Administrator shall issue instructions to remedy issues relating to the protest.
(c) Procurement activity is suspended until written notification by the City Administrator.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or City staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by The City as the formal record of the dispute resolution process.

The issuance of the foregoing determination is the City's final decision of the dispute.

All interested parties shall be notified of any protests that are filed. The City shall refrain from awarding a contract within five business days of the date of a decision rendered by the City Administrator regarding a protest, unless The City determines that:

(a) The items to be procured are urgently required.

(b) Delivery or performance will be unduly delayed by failure to make a prompt award.

(c) Failure to make a prompt award will otherwise cause undue harm to the City of Carthage or the State or federal government.

Protester's Appeal to Federal or State Agencies. In the event that the City of Carthage fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency.

Protesters shall file such a protest not later than five (5) business days after a final decision is rendered under the City of Carthage's protest procedure. In instances where the protester alleges that the City failed to make a final determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of the City's failure to render a final determination on the protest.

**REQUIREMENTS FOR DETERMINATION OF CONTRACTOR/VENDOR RESPONSIBILITY**

SAFETEA-LU amended 49 U.S.C. Section 5325 to require FTA-assisted contract awards be made only to "responsible" contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract.

Responsibility is determined by the grantee after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the grantee that it qualifies as "responsible" and that its proposed subcontractors also qualify as "responsible."

Factors to consider when making responsibility determinations include:

• Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
• Debarment and Suspension. Is neither debarred nor suspended from Federal programs under US DOT regulations, "Non-procurement Suspension and Debarment."
• Affirmative Action and DBE. Is in compliance with the Common Grant Rule's Affirmative Action and US DOT's Disadvantaged Business Enterprise requirements.
• Public Policy. Is in compliance with the public policies of the Federal government, as required by 49 U.S.C. Section 5325(j)(2)(B).

• Administrative and Technical Capacity. Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
• Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations.
• Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
• Production Capability. Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
• Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
• Performance Record. Is able to provide a satisfactory current and past performance record.
REFERENCES: 49 U.S.C. Section 5325, 2 CFR 200.318(h), 49 CFR 18.36(b)(8) FTA Circular 4220.1F, Ch. VI, Section 8.b

**DISPUTE RESOLUTION**

**Disputes** - Disputes arising in the performance of FTA contracts which are not resolved by agreement of the parties shall be decided in writing by City's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to City's Program Director. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City's Program Director shall be binding upon the contractor and the contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by City, the contractor shall continue performance under a contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to a contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless a contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and a contractor arising out of or relating to an agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Jasper County, Missouri.

**Rights and Remedies** - The duties and obligations imposed by contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.