



April 7, 2022

To: Sam Anselm, City Administrator

From: Earlene Rich, Finance Director

Re: Revision of Competitive Bidding Threshold in Purchasing Policy

Executive Summary

The Finance Department recommends increasing the threshold for competitive bidding in the city's Purchasing Policy.

Discussion

Over the past year, prices for inventory items have increased significantly with some items being more than double the cost from a year ago. To combat these price fluctuations and comply with the existing purchasing policy, the purchasing team is required to order fewer items each time and submit more frequent orders. Staff is spending more time requesting informal quotes for inventory items which have not required competitive bidding in the past. Some examples from a one-week timeframe in March include:

- Stairpipe 18-inch 2-piece meter box cover – Prices on 5/17/2021 were \$31.35 each, but prices on 3/14/2022 had increased by 119% to \$68.60 each. Although we used to order 20 items at a time for a total cost of \$627, that same order is now \$1,372 which would require competitive bidding.
- Hubbell/Fargo Automatic Guy Wire Dead-End – Prices on 4/12/2021 were \$20.07 each, but prices on 3/18/2022 had increased by 40% to \$28.08 each.
- Fordmete Single-Band Repair Clamp – Prices in 2021 were \$120.12 each, but prices on 3/14/2022 had increased by 20% to \$144.60 each.

After reviewing the existing policy and comparing it to purchasing guidelines for frequently used grant funding opportunities, staff recommends increasing the threshold for competitive bidding requirements from \$1,000 to \$3,000 so that it matches the CDBG program micro-purchase threshold. This will bring the city's policy more in line with the rise in cost and will ensure that the policy doesn't conflict with our commonly utilized grant-funding sources.

Fiscal Impact

The change in competitive bidding thresholds is not anticipated to have a material fiscal impact.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND REPLACE THE EXISTING PURCHASING POLICY (ORDINANCE 4678) FOR THE CITY OF WEST PLAINS, MISSOURI.

WHEREAS, the City Council of the City of West Plains desires to repeal the existing purchasing policy and replace it with the attached policy. (EXHIBIT A)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1. That the Purchasing Policy and Procedures (EXHIBIT A) for the City of West Plains is hereby approved and adopted.

Section 2. That this Ordinance shall be in full force and in effect from and after the date of passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____ 2022.

CITY OF WEST PLAINS, MISSOURI

BY: _____
MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK ALLISON SKINNER

City of West Plains, Missouri

Purchasing Manual

Passed by City Ordinance No. 4678, February 22, 2021

And amended by City Ordinance No. ____, May 16, 2022



This Purchasing Manual, as adopted by City Council on February 22, 2021 and amended on May 16, 2022, governs how goods and services are acquired by the city.

The intent and purpose of this manual is to establish operational policies and procedures for the city's purchasing function. In doing so, it assures the community that the goods and services required to support the operation of the city are procured in a manner to assure the community that the procurement system of the city is committed to fair and equal opportunity with integrity and openness.

The objectives of this manual are:

1. To procure such supplies, materials, equipment, contractual labor and services, and insurance at the most appropriate cost and best quality consistent with the goods and services required.
2. To exercise positive financial accountability in the expenditure of city funds.
3. To provide an efficient means for procurement, storage, and disposal of items which minimize duplication and overstocking.
4. To establish and maintain high standards of quality based on suitability of use in all purchasing transactions.
5. To ensure the fair and equitable treatment of all persons who deal with the purchasing function of the city.
6. To provide safeguards for the maintenance of a purchasing system of quality and integrity.

7. To ensure that all parties involved in the negotiation, performance or administration of the city contracts act in good faith.

If you have any questions, please feel free to reach out to any Purchasing Department team member for help.

Table of Contents

- CHAPTER 1 – Legal Basis and Organization of the Purchasing Function1**
 - 1.100 Legal Basis1
 - 1.101 Definitions1
 - 1.102 Applicable Laws2
 - 1.103 Key Individuals Involved in the Purchasing Function3
- CHAPTER 2 – Normal Purchasing Procedures5**
 - 2.200 How Do We Buy Things?5
 - 2.201 Payment Authorization Thresholds5
 - 2.202 Competitive Bidding6
 - 2.203 Bidding Methods7
 - 2.204 Informal and Formal Bids10
 - 2.205 Contractual Requirements11
 - 2.206 Purchases and Purchase Orders.....12
- CHAPTER 3 – Exceptions to Normal Purchasing Procedures14**
 - 3.300 Emergency Purchases14
 - 3.301 Procedures14
 - 3.302 Emergency Purchases Under \$25,00014

| | | |
|------------------|--|-----------|
| 3.303 | Emergency Purchases Exceeding \$25,000 | 14 |
| 3.304 | Emergency Purchases Necessary Outside of Normal Business Hours..... | 14 |
| 3.305 | Price Agreement Purchases | 14 |
| 3.306 | Miscellaneous Exception..... | 15 |
| CHAPTER 4 | – Disposal of Obsolete, Scrap or Surplus Property | 16 |
| 4.401 | Disposal of Obsolete, Scrap or Surplus Property..... | 16 |
| 4.402 | Disposal of Obsolete, Scrap or Surplus Property - Public Safety Purposes | 16 |
| 4.403 | Disposal of Property Held by the Police Department | 17 |
| CHAPTER 5 | – Legal and Contractual Remedies | 19 |
| 5.500 | Right of Protest..... | 19 |
| 5.501 | Resolution of Protest | 19 |
| 5.502 | Authority to Suspend or Debar | 19 |
| 5.503 | Suspension and Debarment Procedures | 19 |
| 5.504 | Causes for Suspension or Debarment..... | 19 |
| 5.505 | Solicitations or Awards in Violation of Law..... | 20 |
| 5.506 | Ethics | 20 |
| 5.507 | Remedies | 22 |

CHAPTER 1 – Legal Basis and Organization of the Purchasing Function

1.100 Legal Basis

This City Purchasing Manual was adopted as the comprehensive purchasing policies and procedures for the City of West Plains, by City Ordinance No. 4678 on February 22, 2021.

1.101 Definitions

The following definitions shall govern in the Purchasing Manual:

1. **Addendum or Amendment** means any written modification or revision to any bid document or contract document.
2. **Change Order** means a written order signed by the Purchasing Agent directing the contractor to make changes which the contract authorizes the Purchasing Agent to order.
3. **City** means the City of West Plains, Missouri.
4. **Confidential Information** means 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 upon request.
5. **Construction** means 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 real property.
6. **Contract** means all types of City agreements, regardless of what they may be called, for the procurement or disposal of items.
7. **Department Director** means an employee of the City who is a member of the senior management team. This includes the Community Services Director, Director of Finance, Fire Chief, Human Resources Director, Planning Director, Police Chief, Public Works Director, and Transportation Director.
8. **Department Head** means an employee designated as a supervisor or superintendent of a department.
9. **Direct or Indirect Participation** means 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.
10. **Employee** means any individual earning wages paid by the City, whether elected or not, and any non-compensated individual performing personal services for the City or one of its administrative boards.
11. **Financial Interest** means:
 - a. Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$1,000.00 per year, or its equivalent; or

- b. Ownership of such interest in any property or any business involved in the purchasing proceedings; or
 - c. Holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
12. **Gratuity** means a payment, loan, subscription, advance deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 13. **Immediate Family** means a spouse, children and stepchildren, parents, brothers and sisters, stepbrothers and stepsisters, and fathers- and mothers-in-law.
 14. **Invitation for Bid** means a form containing or referring to a purchase description specification, services, and all contractual terms and conditions applicable to a formal sealed bid purchase.
 15. **Item** means any or all of the following: supplies, materials, equipment, labor, services, and insurance, but excluding certain specialized construction contracts as specified by the Department Director of the contracting department, excluding professional services.
 16. **Person** means any individual, sole proprietorship, joint venture, firm, business, partnership, corporation, club, or any other private legal entity.
 17. **Purchasing** means buying, procuring, renting, leasing, or otherwise acquiring any item. It also includes all functions that pertain to the obtaining of any item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
 18. **Request for Proposal** means a form containing or referring to a purchase description, specifications, services and all contractual terms and conditions applicable to a formal sealed bid purchase with the possibility of negotiation after the bids are opened. This method is used only when the Invitation for Bid is either not practical or not advantageous to the City.
 19. **Specification** means any description of the physical or functional characteristics or nature of an item. It may include a description of any requirement for inspecting, testing, or preparing an item for delivery.
 20. **Vendor** means any person who does business with the City, other than as an employee, whether by purchasing, selling, constructing, providing services, or otherwise.

1.102 Applicable Laws

1. **Missouri Contracting Statute** - State statutes impose various requirements on the City in contracting. While a complete or comprehensive outline is not feasible, the following directly apply to City contracting:
 - a. Pursuant to RSMo Section 432.070, any contract made by the City will be valid and effective only if the contract is:
 - i. Executed before any performance or payment;
 - ii. Within the scope of the City's powers or expressly authorized by law;
 - iii. Supported by present or future consideration;
 - iv. In writing;
 - v. Dated when made; and
 - vi. Subscribed by the parties or their agents.

- b. Pursuant to RSMo Section 8.285 to 8.291, the City shall negotiate contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.
 - c. Pursuant to RSMo Section 107.170, the City will require contractors for public works contracts (as defined by the statute) to provide performance bonds for contracts estimated to exceed \$50,000.
2. **General Law** - Unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this manual.

1.103 Key Individuals Involved in the Purchasing Function

A fair and equitable purchasing function is the responsibility of all city employees and all vendors doing business with the City of West Plains. Key individuals involved in the purchasing function are outlined below:

1. **Purchasing Agent** – The purchasing agent is ultimately responsible for the following tasks. Portions of these tasks may be delegated to the Assistant Purchasing Agent at the discretion of the Purchasing Agent:
 - a. **Specifications** - The Purchasing Agent shall have the responsibility for writing bid documents and specifications for the purchase of items as provided in this manual or in administrative policies or as established by the City Administrator or his/her designee, and shall maintain such documents on file for a reasonable length of time.

All departments should provide their expertise and assistance in writing specifications of a technical nature.

All departments which may have contact with a vendor on any matter relating to an existing contract or a future contract which has or may be entered into by the City Purchasing Agent shall advise the City Purchasing Agent of such contact and forward copies of any and all correspondence regarding such contact particularly in matters relating to technical requirements.
 - b. **Contracts** - The City Purchasing Agent shall contract for and sign all contracts for the acquisition of goods, services, and all items as provided in this manual or in administrative policies or as established by the City Administrator or his/her designee; except those contracts for specialized construction projects, professional services, and those contracts which are required to be signed by the Mayor, the City Administrator or his/her designee.
 - c. **Coordination of Contracts** - The City Purchasing Agent shall determine and establish contracts for the procurement of goods and services used regularly and on a volume basis whether by individual department, or by various departments within the City.
 - d. **Vendor Relations** - The City Purchasing Agent shall establish a relationship of mutual confidence between the City and its suppliers. Such relationship shall be based on fair and equal opportunity to compete for City business within a system with the highest

standards of integrity. To accomplish this goal, the City Purchasing Agent shall be aware of all transactions conducted between the City and its suppliers.

2. **Accounts Payable Coordinator** – The accounts payable coordinator is responsible for the following tasks:
 - a. Verifying that the vendor has been approved and has submitted a completed IRS Form W-9 prior to processing and mailing payment.
 - b. Payment of goods or services. Payments shall be made in a timely manner with consideration given to discounts made available by vendors.
 - c. Researching and following-up on all unpaid invoices, credits, and verification of documents submitted for payment.

CHAPTER 2 – Normal Purchasing Procedures

2.200 How Do We Buy Things?

After you determine what good/service you are wanting to buy, answer the questionnaire below to determine what is required to make a purchase. The Purchasing Department can help walk you through this.

1. **Has this purchase been properly authorized and/or approved by management?** See *Section 2.201 Purchase Authorization Thresholds* for more information regarding what level of management needs to authorize purchases.
2. **Is competitive bidding required?** See *Section 2.202 Competitive Bidding* for more information. Typically, any purchase of \$3,000 or more requires competitive bidding. If competitive bidding is not required, skip to question 6 below.
3. **What type of competitive bid is needed?** See *Section 2.203 Bidding Methods* for more information. This is where you decide whether you need to perform an Invitation to Bid, Request for Proposal, or Request for Qualifications.
4. **How do I go about getting bids?** See *Section 2.204 Informal and Formal Bids* for more information.
5. **What needs to be included in the bid documents?** See *Section 2.205 Contractual Requirements* for more information.
6. **How do I make the purchase?** Contact the Purchasing Department to make this purchase. See *Section 2.206 Purchases and Purchase Orders* for more information.

2.201 Payment Authorization Thresholds

1. Approval of payment is signified by the signature of a Department Head, Department Director, and/or the City Administrator (as required by the purchase thresholds below) on the invoice or purchase order.
2. Documents providing approval of payment must identify vendor, quantities, description of items, and pricing of items.
3. Approval thresholds are listed below:

| Purchase Type | Purchase Amount | Authorization Required |
|--|----------------------------|--|
| Inventory items warehoused by the Purchasing Agent for future departmental needs | \$10,000.00 or less | Purchasing Agent |
| | \$10,000.01 to \$25,000.00 | Purchasing Agent and City Administrator |
| | \$25,000.01 and above | Purchasing Agent, City Administrator, and City Council |
| All other departmental goods and services needed for normal operations | \$1,000.00 or less | Department Head |
| | \$1,000.01 to \$5,000.00 | Department Director |
| | \$5,000.01 to \$25,000.00 | Department Director and City Administrator |

| | | |
|--|-----------------------|---|
| | \$25,000.01 and above | Department Director, City Administrator, and City Council |
|--|-----------------------|---|

2.202 Competitive Bidding

1. Any contract made pursuant to this manual shall be made only after ample competition.
 - a. Purchases **not exceeding \$3,000.00** may be made without competitive bidding pursuant to procedures established by the City Purchasing Agent and the Director of Finance.
 - b. All purchases **exceeding \$3,000.00** shall be made only after competitive bidding as described elsewhere herein.
 - c. Subdivision of contracts or purchases for the purpose of evading requirements of competitive bidding is prohibited.
 - d. The City reserves the right to refuse any or all bids or proposals at its discretion.
 - e. The City, whenever possible and practical, shall solicit bids and proposals from potential vendors within the West Plains Micropolitan Statistical Area (WPMSA).
 - i. Bids or proposals for procurements with federal funds shall comply with federal regulations for procurement, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and shall not be subject to local preference requirements.
 - ii. **Commodities** - A commodity shall be defined as a non-specialized, non-customized mass produced good. In the event two or more bids or proposals to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within West Plains city limits, next to bidders within Howell County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie bid situation still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions and specifications of the Invitation For Bid state to the contrary, elect to divide the contract award between two or more bidders, if it deems such action to be in its best interests, in the exercise of its sole discretion.
 - iii. **Non-commodities** - For procurements of non-commodities, the City should take into account factors such as impact on the local economy, time of delivery, maintenance, other pertinent costs, and recommend firms with offices in the WPMSA when their bids and proposals are substantially equal in cost, specifications, conditions and contractors' qualifications.
 - iv. Nothing in this section shall prohibit the City from evaluating bids and proposals on factors aside from the potential bidder's office location nor from rejecting non-responsive or non-responsible bids.

2. **When Competitive Bidding Is Not Required** - In the following cases, competitive bidding shall not be required. Nevertheless, a contract or purchase order may be required for these items as deemed appropriate:
 - a. Services of individuals possessing a high degree of professional skill.
 - b. Aviation fuel, lubricants and parts purchased for resale at the regional airport.

- c. Contracts for printing or engraving of bonds or other evidences of indebtedness.
- d. Magazines, books, or periodicals.
- e. Items or services for data processing when the item or service is designed to be used in connection with an existing data processing system and the City Administrator has determined that it is reasonable to require all such items or services to be used with the existing data processing system shall be compatible so that responsibility for the operation and maintenance of the system may be determined.
- f. Purchases from federal, state, or other local governmental units.
- g. Items purchased through approved negotiated bids procured by the State of Missouri or the federal government General Services Administration at a price deemed below that obtainable from private dealers.
- h. Recurring payments such as utilities, postage, telephone, travel, mileage, principal and interest on debt, rents, FICA, pension contributions, judgments and claims, and publications.
- i. Sole or single source items - Purchases for supplies, equipment and services may be made when the Purchasing Department determines, in writing, that there is only one source for the required supplies, equipment or services. Sole or single source purchases may exist when:
 - i. Use of a specific product, manufacturer, brand, or vendor is desirable to maintain consistency of existing product, material, or equipment.
 - ii. Supplies are proprietary and only available from the manufacturer or a single distributor.
 - iii. Based on past procurement experience, it is determined that only one distributor services the West Plains region.
 - iv. Warranties may be voided.
 - v. Unique situation exists when matching equipment and systems are required.

The Requesting Department must provide the Purchasing Department with supportive documentation justifying the sole source determination with each purchase requisition. Approval of the sole source determination by the Purchasing Agent, Director of Finance, or City Administrator is required prior to the purchase.
- j. Items procured utilizing funds donated or granted to the City if the terms of the grant or donation agreement require the City to procure a specific item from a specific source.

2.203 Bidding Methods

When bidding is required, there are three types of bidding methods available for use by the City.

These are:

- **Request for Bid** – This method is what people typically think of as a bid. The bid specifications are definite and specific. Negotiations are not permitted with a request for bid. For example, this would be similar to “I want to buy twenty-five 40 feet

wooden power poles. If interested, please provide a bid.”

- **Request for Proposal** – This method can be used whenever detailed specifications cannot easily be distributed. For example, this would be similar to “I want to build a splash-pad for Butler Children’s Park. We have approximately \$250,000 budgeted for this proposal. If interested, please provide a proposal of what this could look like.” This method permits negotiations with competing vendors to determine the best solution for the City.
- **Request for Qualifications** – This method is required for procuring architectural, engineering, and land surveying services. Pursuant to RSMo Section 8.285 to 8.291, the City shall negotiate contracts for architectural, engineering and land surveying services based on demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.

1. **Request for Bid** - The bid documents and specifications are definite and specific. Awards shall be made to the bidder offering the lowest cost and best value who is responsive to the requirements of the bid documents, without material exception, and who is responsible and capable of providing the item(s) to be purchased. Negotiations are not allowed.

Evaluation and award are limited to cost, additional value provided, determination of compliance with the specifications and conditions specified in the bid documents, and the responsibility of the bidder.

The Purchasing Agent may use judgmental consideration to determine if the bidder’s offer complies with the specifications and conditions if such considerations can be demonstrated to be reasonable, appropriate, and fairly applied. This method does not permit comparison of the relative specifications of competing bidders but only comparison to the specifications contained in the bid documents.

2. **Request for Proposal** - This method can be used whenever detailed specifications cannot be determined, whenever several possible methods may satisfy the City’s requirements, or whenever the nature of the requirements is such that subjective evaluation of criteria other than cost is necessary or when the Purchasing Agent or the City Administrator has determined it is in the interest of the City to have a contractor design and build a public improvement. This method can be utilized when definite specifications cannot be determined in advance, when a scope of work is required which makes comparison of competing proposals relative to each other appropriate, or when it is in the interest of the City to have a contractor design and build the public improvement. This method permits negotiations and discussion with competing vendors to determine the best solution to the City’s needs. Proposals may be revised or modified at the request of the City. The City may include in its solicitation for proposals a request to operate the public improvement. Nothing contained herein shall prohibit a contractor who is selected to design and build a public improvement from contracting independently with an engineer or architect to perform engineering or architectural services.

Subjective criteria may be used in the evaluation of competing proposals. The relative value of evaluation criteria shall be established in the Request for Proposal documents published by the City.

This method of procurement permits negotiations and discussions with competing vendors after proposals are opened; therefore, no information taken from proposals received shall be disclosed to any competing vendor.

3. **Request for Qualifications** – Architectural, engineering and land surveying services will be

procured as provided in this section.

- a. **Policy** - The City shall make requests for architectural, engineering and land surveying services and to negotiate contracts for architectural, engineering, and land surveying services on the basis of demonstrated competence and qualification for the type of services required, and at fair and reasonable prices.
- b. **Selection Committee** - The Department Director of the contracting department shall appoint the Selection Committee for each architectural, engineering, and land surveying services contract. The Selection Committee may, when it deems it to be appropriate, request proposals (see Request for Qualifications below) for such services. The Selection Committee shall evaluate statements of qualifications and performance data and the estimated prices or price guidelines when requested, submitted by firms regarding the proposed contract. The Selection Committee shall conduct discussions with no less than three firms regarding the contract and the relative utility and cost of alternative methods of approach for furnishing the required services, and then shall select therefrom, in order of preference, based upon criteria established and made available by the Selection Committee, no fewer than three firms deemed to be the most advantageous to the City to provide the services required.
- c. **Request for Qualifications (RFQ)** – The selection process for architectural, engineering, and land surveying services shall begin with the development of a RFQ including a description and desired minimum qualifications used for ranking criteria. The RFQ will be posted/advertised for a minimum of twenty-one calendar days to allow potential vendors adequate time to prepare a submittal.
- d. **Evaluation Criteria** - In evaluating the qualifications of each firm, the City shall use the following criteria:
 - i. The specialized experience and technical competence of the firm with respect to the type of services required.
 - ii. The capacity and capability of the firm to perform the work in question, including specialized services.
 - iii. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.
 - iv. The firm's proximity to and familiarity with the area.
- e. **Negotiation** - The Department Director of the contracting department shall negotiate a contract with the firm determined to be the most advantageous to the City for architectural, engineering, or land surveying services at compensation with which the Department Director of the contracting department determines in writing to be fair and reasonable to the City. In making this decision, the Department Director of the contracting department may take into account the estimated value, the scope, the costs, the complexity, and the professional nature of the services to be rendered. Should the Department Director of the contracting department be unable to negotiate a satisfactory contract with that firm, negotiations shall be formally terminated. The Department Director of the contracting department shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, the Department Director of the contracting department shall formally terminate negotiations. The Department Director of the contracting department shall then

undertake negotiations with the third-ranked firm. Should the Department Director of the contracting department be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, the Department Director of the contracting department shall select additional firms in order of their competence, qualifications, and estimated prices or price guidelines when requested and the Department Director of the contracting department shall continue negotiations in accordance with this section until an agreement is reached.

2.204 Informal and Formal Bids

When bidding by either a Request for Bid or Request for Proposal (see 2.203 Bidding Methods for more information on both), there are two types of bidding options available to used by the City – informal written bids and formal bids.

1. **Informal Written Bids** - Contracts made for purchases of goods or services or other items exceeding \$3,000.00 and not exceeding \$25,000.00 shall be made after ample competition and receipt of written bids from potential vendors.

Informal written bids do not require formal advertising and may be received by the purchasing department via email or facsimile. A public notice of bid opening shall not be required, and the contract may be made at any time the City Purchasing Agent, in his/her discretion and opinion, has received an adequate number of competitive responses from potential vendors.

2. **Formal Bids** - Contracts made for purchases of goods or services or other items exceeding \$25,000.00 shall be made only after the formal advertising that bids will be received, opened, and read in public at a particular time, place and date which provides potential vendors adequate time to submit bids. At a minimum, potential vendors will have twenty-one calendar days to submit bids.

Such bids shall be made on the bid documents and specifications prepared by the City Purchasing Agent and shall be received in sealed container and not opened until the time established by the formal notice that bids will be received.

- a. **Withdrawal of Bids** - Bids or proposals may be revised, modified, or withdrawn by the bidder at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period specified in the bid documents. Bids or proposals may not be withdrawn or revised after opening except as permitted as specified in the Request for Bid or Request for Proposal.
- b. **Receipt of Bids** - Bids or proposals shall not be received after the time set in the bid documents for receipt of proposals or opening of bids.
- c. **Correction or Withdrawal of Erroneous Bids** - Correction or withdrawal of

erroneous bids after opening, or cancellation of awards or contracts based on such bid mistakes, shall not be permitted.

3. **Non-Responsive or Unacceptable Bids** - The City Purchasing Agent shall reject any bid or proposal which is materially non-responsive to the requirements set forth in the bid documents. The City Purchasing Agent may re-solicit bids or proposals if, in his/her discretion, bids received as a result of a solicitation for bids or proposals are not acceptable for any reason. Such re-solicitation shall not be for the purpose of directing the award to a particular bidder.

2.205 Contractual Requirements

1. If a solicitation or resulting contract has special contractual requirements, those requirements will be detailed in the solicitation document.
 - a. **Requirement for Bid Security** - Bid security shall be required for all competitive sealed bidding for bonds or construction contracts and for other items as determined by the Purchasing Agent. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City in an amount equal to at least 5% of the amount of the bid. Failure to provide security will result in the bid being rejected. If the bidder fails to honor his bid for any reason, then such bid security may be retained by the City and deposited to the General Fund.
 - b. **Requirement for Contract Performance and Payment Bonds** - When a construction contract is awarded, for an amount exceeding \$50,000.00, a bond shall be delivered to the City and shall become binding on the parties upon the execution of the contract; which bond shall be a performance, labor, and materials bond satisfactory to the City, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract. If the amount of the contract is less than \$50,000.00, such bond may be required at the recommendation of the contracting department or the City Purchasing Agent.
 - c. **Requirement for Insurance** - All contracts between the City and a Contractor shall state that Contractor shall include the City as “additional insured” during the term of the contract. Workers Compensation amount and type shall be in full compliance with applicable statutory requirements, and Employer Liability Coverage limits is to be provided consistent with any applicable legal requirements. Commercial General Liability and Comprehensive Automobile Liability coverage are to be in the amount equal to the sovereign immunity limits for Missouri public entities as calculated as published in Section 537.610 RSMo. In addition, for any projects utilizing state or federal transportation funds, insurance requirements shall meet the requirements necessary to comply with those funding requirements.
 - d. **Requirement for a Hold Harmless Agreement** – All contracts between the City and a Contractor shall state that the City and the Contractor “agree to enter into this indemnity agreement to offer the City liability protection for the duration of this attached contract. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim,

damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of the Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of the City or any of its agents or employees.”

- e. **Requirement for Prevailing Wage** - If a project qualifies for prevailing wage, pertinent information will be in the solicitation document. If applicable, as required by State law, the vendor must comply with Section 290.250 RSMo by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing wage hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the current wage order for Howell County.
 - f. **Requirement for E-Verify, Federal Work Authorization** - Pursuant to RSMo 285.530, if the Vendor meets the definition of RSMo 285.525 of a “Business Entity”, the Vendor must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to its employees hired after enrollment in the program who are proposed to work in connection with the services the City is bidding / contracting. The document is required for services when the awarded dollar value is equal or greater than \$5,000.00.
 - g. **Requirement for OSHA Training Program** - Contractors on public works projects shall comply with all requirements of Section 292.675, RSMo., regarding completion of a construction safety program by all employees on the project.
2. **Approval of Contract as To Form** – No contract shall be valid unless and until approved as to form thereon by the City Attorney. The City Attorney may establish in his discretion procedures by which contracts may be preapproved as to form.
 3. **Cooperative Contracts** - The City may join with other units of government or other governmental agencies or authorities or national or local cooperative organization in cooperative purchasing when it would serve the best interest of the City.

2.206 Purchases and Purchase Orders

Cash purchases (except for petty cash purchases as defined below) of goods and services is not allowed. Acceptable payment methods for City purchases are:

- Petty cash purchases
- Accounts payable checks
- ACH transfers initiated by the accounts payable coordinator
- Wire transfers initiated by the accounts payable coordinator
- City purchasing cards

Accounts Payable Checks - All accounts payable checks require two signatures. Authorized signatures include the Mayor, the Director of Finance, and the Financial Analyst. Documentation for payments shall be made available to check signers and shall be retained by the Accounts Payable Coordinator per the City Records Retention policy requirements.

City Purchasing Cards – Use of city purchasing cards is governed by the City of West Plains Purchasing Card Policy adopted by City Council on December 19, 2019.

Petty Cash Purchases - The Director of Finance is authorized to create petty cash funds where they are needed within City government. The size of all petty cash funds will be controlled by the Director of Finance. Routine purchases of items of less than One Hundred Dollars (\$100.00) may be made from petty cash without contacting the Purchasing Division. The following regulations will apply to all petty cash funds:

1. No personal or payroll checks are to be cashed.
2. Reimbursement is to be made only to personnel authorized by the department head. It shall be the responsibility of the using department to properly code or classify the item or expenditure. Authorization for the custodian to replenish the fund shall be on the written approval of the department head.
3. Reimbursement is not to be made until an invoice marked "paid," a valid receipt, or certificate of expenditure is received by the fund custodian.
4. No reimbursement is to be made for items over One Hundred Dollars (\$100.00) other than postage and freight charges without prior approval by the Director of Finance, or for separate items which total over \$50.00 where it appears that the purchasing regulations are being circumvented.
5. All petty cash funds will be subject to audit at unannounced times by the Director of Finance or his/her designated representative.

Custodians of petty cash funds shall requisition for replenishment of the fund at least once each month. A Petty Cash Reimbursement form will be utilized as the means for requesting replenishment of petty cash funds. The Accounts Payable function will charge the appropriate expenditure accounts for the various departments monthly, reflecting expenditures made through petty cash funds.

The Director of Finance may establish such additional rules and regulations regarding petty cash funds as he/she deems necessary.

Purchase Orders - The signed Purchase Order authorizes the vendor to ship the items specified thereon. It constitutes the contract between the City and the vendor. Purchase Orders should be clear and concise to avoid misunderstandings or confusion. The Purchase Order is completed from information furnished on the requisition and the selected bidder's bid documents. The Purchase Order must be prepared by the Purchasing Department.

Purchase orders must be signed by the Purchasing Agent, Assistant Purchasing Agent, or the Director of Finance to be valid. The Purchasing Agent, or his/her designee, is responsible for determining which types of purchases require the use of a purchase order.

CHAPTER 3 – Exceptions to Normal Purchasing Procedures

3.300 Emergency Purchases

Notwithstanding any other provisions of this Policy, the City Administrator may make or authorize others to make emergency purchases when a threat exists to public health, welfare, or safety under emergency conditions. Purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included with the request for payment.

3.301 Procedures

The Director of Finance and the City Purchasing Agent shall establish procedures for emergency purchases to insure such purchases are made consistent with the nature and degree of the emergency condition; are made with such competition as is possible; that funds are or can be made available for the emergency purchase; fiscal accountability is maintained; and such purchase is a valid emergency.

3.302 Emergency Purchases Under \$25,000

Upon declaration that an emergency situation exists, the City Administrator may suspend the rules for competitive bidding and permit the user department or others to make such purchases as may be necessary because of the emergency. Verbal requests for emergency purchase may be made provided that a written purchase requisition is submitted in the manner which is established for normal purchasing within twenty-four hours or the next business day. The requisition shall clearly and prominently indicate the authorized emergency and must contain a description of the emergency circumstances. The Director of Finance may verbally certify the funds available to the Purchasing Agent or requesting department; and the Director of Finance may require that such certification be made prior to the purchase. The Director of Finance may require the Department Director or Department Head of the requesting department to concur and approve such emergency purchases.

3.303 Emergency Purchases Exceeding \$25,000

All emergency purchases exceeding \$25,000.00 must be approved in writing by the City Administrator.

3.304 Emergency Purchases Necessary Outside of Normal Business Hours

The Department Director of a department may approve emergency purchases, in his/her discretion, outside normal business hours whenever an emergency situation exists and the City Purchasing Agent and the Director of Finance cannot be contacted. The Department Director of the department which makes such an emergency purchase shall notify the City Administrator and the Purchasing Agent at the first opportunity and before the close of the next business day. The Purchasing Agent may then issue a confirming purchase order to the emergency purchase supplier.

3.305 Price Agreement Purchases

The City Purchasing Agent is authorized to and shall consolidate requirements for items which are continually needed by the various departments for the purpose of making contracts for the supply of such items as needed and if needed during a term of up to one year and may extend such term as is

appropriate in his discretion. Such contracts may be exclusive or nonexclusive, based on estimated quantities or based on an “all-needs” quantity. All purchases for such items shall be made from the contracted supplier unless that supplier is unable to deliver as needed by the City or as promised in its bid. Revisions to specifications for the purpose of avoiding purchases under the price agreement contract are not permitted. If the contract has been terminated for failure of the Contractor to perform the provisions of the contract, the City Purchasing Agent may purchase from whichever source is in the City’s best interests.

All departments shall be notified by the City Purchasing Agent of which price agreement contracts are made so as many departments as possible can take advantage of these contracts. Departments shall plan their needs for such items and provide the City Purchasing Agent with sufficient scheduling information, specifications and other information as may be required to prepare bid documents and enter into the contracts.

All requisitions for items under a price agreement contract shall contain the contract number.

3.306 Miscellaneous Exception

Due to the nature of some purchases, separate guidelines may be required. Any such purchases shall be evaluated by the Department Director for the development of appropriate procedures. Such procedures and policies shall also be committed to fair and equal opportunity with integrity and openness. These policies shall be presented to the City Administrator for review. Approval of such policies shall be made by the City Council, as deemed necessary by the City Administrator.

CHAPTER 4 – Disposal of Obsolete, Scrap or Surplus Property

4.401 Disposal of Obsolete, Scrap or Surplus Property

Whenever a department of the City has items which have become obsolete, scrap or surplus to their needs, these items shall be disposed of. After verification that no other City departments have use for these items, the items shall be disposed of in coordination with the Purchasing Agent in any one or more of the following ways:

1. Solicitation of bids for such property. In advertising and accepting bids for obsolete, scrap, or surplus items the City Purchasing Agent shall follow the usual practices of competitive bidding. If formal bids are requested by the City, they will be opened at the time and place specified in the bid documents. When necessary, a bid surety shall be required of prospective bidders and the amount will be set by the City Purchasing Agent. Determination of the highest and best bidder will be made by the City Purchasing Agent.
2. Publicly advertised auction sales.
3. Property that has no monetary value may be destroyed or donated to a not-for-profit organization. If more than one organization desires the property, the Purchasing Agent shall draw lots for the purpose of making the selection.
4. Departments may trade-in obsolete or surplus items for credit against the purchase price of replacement items. If a department elects trade-in to dispose of an item, the Purchasing Agent shall determine the actual methods to obtain the best value or credit for such items.
5. Obsolete, scrap or surplus items with a salvage value up to Ten-Thousand Dollars (\$10,000.00) may be disposed of by the City Purchasing Agent with the approval of the City Administrator. Obsolete, scrap or surplus items with a salvage value over Ten-Thousand Dollars (\$10,000.00) shall be disposed of by the City Purchasing Agent after the approval of the City Council.
6. Surplus real estate must be disposed of by City Ordinance per the City Charter.
7. Proceeds will be deposited to the City Treasury. Receipts will be credited as departmental revenue at the discretion of the Director of Finance.

4.402 Disposal of Obsolete, Scrap or Surplus Property - Public Safety Purposes

1. Whenever the Police Department or Fire Department has equipment, tools, or materials relating specifically to public safety functions which have become obsolete, scrap, or surplus to the needs of the Police Department or Fire Department, these items shall be disposed of in accordance with Section 4.401 of this Purchasing Manual; or the City Purchasing Agent may, at his discretion and if requested in writing by Chief of Police or Fire Chief, donate these items to bona fide Police, Fire, or other public safety agencies within the State of Missouri.
2. This section shall not apply to vehicles of any kind.
3. This section shall not apply to any item with a current book value of more than One Thousand Dollars (\$1,000.00) nor to any item with an original acquisition cost of more than Ten Thousand Dollars (\$10,000.00). Book value shall be determined using the straight-line method of depreciation of the original acquisition cost less estimated salvage value. If book value of the item(s) cannot be determined, then the City Purchasing Agent may estimate the current value and substitute such estimate for the book value.

4. The City Purchasing Agent shall determine if the item(s) are needed by any City Department prior to offering the item(s) to other qualified public safety agencies. If the item(s) are needed by a City Department, the authority granted to the City Purchasing Agent by this section shall not apply.
5. Any properly established police, fire, or other public safety organization in the State of Missouri shall be qualified to receive items under this section. Any public safety organization to which items are donated pursuant to this section shall agree in writing to waive any liability of the City of West Plains, Missouri, and shall further agree not to sell or use as trade-in against the purchase of other item(s).
6. If, after notification by the City Purchasing Agent that item(s) are available for donation under this section, more than one qualified organization has requested the item(s), then the selection of the donee shall be made by the drawing of lots. Lots shall be drawn first for Howell County organizations, next for the counties bordering Howell County, and last, other Missouri counties.
7. The City Purchasing Agent shall establish and maintain records of all donations made under this section. Such records shall include item description, acquisition cost, book cost if available, and donee organization.

4.403 Disposal of Property Held by the Police Department

1. This section relates to and embraces lost, stolen, strayed, abandoned, unclaimed or confiscated property which of itself is not contraband or the possession of which is not unlawful, which is now or which may hereafter come into the possession of the West Plains Police Department, which is not subject to other provisions of state or federal law pertaining to the disposal of property.
2. All personal property shall be kept by the Police Department for a period of sixty (60) days, unless the owner or person entitled to the possession of such property shall sooner claim such property and establish his ownership and right to possession thereof.
3. If the owner or person entitled to the possession of the property shall fail to claim such property within sixty (60) days and the Police Department is unable to locate the owner, then at such time or at any time thereafter the Chief of Police may cause a notice to be published in a daily West Plains newspaper which has the greatest circulation to the public for a period of three (3) days, which notice shall be given in a manner reasonably calculated to reach the attention of all interested persons. The notice shall state that the property shall be disposed of on a certain date either for use in the police department, for donations as set forth below, or in accordance with Section 4.400 above. In the event the property will be sold at public auction to the highest bidder therefor for cash, the notice shall state the time, date, and place of such sale.
4. If the owner or person entitled to the possession of property advertised as above shall fail to claim the same at any time before the date of disposal, then the property shall be transferred or sold to the highest bidder for cash, and the acquiring department or purchaser shall take a good and perfect title to the property. The City Purchasing Agent is hereby authorized to contract for the services of an auctioneer and clerk for said auction sales and may pay for the costs of such services from the proceeds of the sale.
5. Any funds, other than those payable to the State, received from the sale of any property as provided in this section, less the cost of publication and keeping the same for sale and the costs of such sale, shall be paid into the General Fund of the City of West Plains. Departmental

revenue will be credited at the discretion of the Director of Finance.

6. Whenever a weapon comes into the possession of the West Plains Police Department, it is no longer needed as evidence, and there is no applicable Missouri statute for its disposition, then the Chief of Police may cause such firearms to be retained for use by the City in the Police Department or application may be made by the Chief of Police to the Judge of the Municipal Court for an order of disposition. The Judge of the Municipal Court is authorized to order the sale of legal firearms which is in apparent working order to the highest bidder who holds a valid Federal firearms license; a certified copy of said license shall be provided to the Police Department at the time of the sale. The Judge of the Municipal Court is also authorized to order the destruction of ammunition, or of any firearm or weapon which is illegal to possess, or is a firearm which is in such worn condition as to be dangerous to use.
7. Upon application by the Chief of Police, the Judge of the Municipal Court is authorized to issue an order of destruction or disposition of any alcoholic beverage seized as a result of a violation of the West Plains City Code or state law.
8. The Chief of Police shall order the destruction of all property which is not disposed of as above. Said property shall be destroyed in the presence of two police officers who shall sign a certificate of said destruction. These certificates shall become part of the permanent records kept by the Police Department.

CHAPTER 5 – Legal and Contractual Remedies

5.500 Right of Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of bids or the award shall seek resolution of their complaints with the City Purchasing Agent. Any protest must state the basis upon which the solicitation or award is contested and shall be submitted, in writing within ten (10) calendar days of the bid being awarded. The Purchasing Agent shall forward protest document to City Administrator and Department Director for review. Before proceeding in any court action, a person must pursue the administrative remedies set forth below.

5.501 Resolution of Protest

Whenever the City Administrator so requests, a City Purchasing Committee shall meet and resolve contested solicitation or awards. The committee shall be comprised of the City Administrator, the Director of Finance, and the City Attorney. The City Purchasing Committee shall have no authority to overturn bid awards, but may advise the City Purchasing Agent, or the Department Director of the contracting department of changes or guidelines to follow in the future.

5.502 Authority to Suspend or Debar

The City Purchasing Committee shall have authority to suspend or debar a person from consideration for bid awards. The length of the debarment shall be made at the discretion of the City Purchasing Committee.

5.503 Suspension and Debarment Procedures

1. Notice of suspension or debarment shall be given by certified mail at least seven (7) calendar days prior to the effective date of the suspension or debarment.
2. The person to be suspended or debarred has a right to a hearing, if requested within fourteen (14) calendar days after mailing of notice.
3. The hearing shall be held promptly thereafter before the Hearing Officer. A Hearing Officer will be appointed by the City Administrator for this purpose. The Hearing Officer shall have all powers necessary to conduct the hearing.
4. The City Attorney, on behalf of the City, or any party to the proceeding may request that the Hearing Officer issue subpoenas for witnesses or subpoenas duces tecum. The Hearing Officer shall cause a record of the case to be kept and copies shall be made available to any interested person upon the payment of a fee. The hearing need not be conducted according to the rules of evidence. Any relevant matter may be admitted and considered by the Hearing Officer if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs. Objections to evidence shall be noted and the Hearing Officer may rule on such objections.
5. The decision of the Hearing Officer shall be in writing and shall be subject to appeal under Chapter 536, Revised Statutes of Missouri. All decisions of the Hearing Officer shall be final decisions thirty (30) calendar days after the mailing or personal service of the decision.
6. Suspension or debarment will not be stayed during the pendency of any hearing or appeal.

5.504 Causes for Suspension or Debarment

The causes for suspension or debarment include the following:

1. Conviction within the last ten (10) years 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;
2. Conviction within the last ten (10) years under State or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor.
3. Conviction within the last ten (10) years under State or federal statutes arising out of the submission of bids or proposals;
4. Violation within the last two (2) years of contract provisions, as set forth below, of a character which is regarded by the City Purchasing Agent or the Department Director of the contracting department to be so serious as to justify debarment action.
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A 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;
5. Violation of general ethical standards in relation to gratuities or kickbacks involving City contracts.
6. Any other cause the City Purchasing Agent, Director of Finance, or Department Director of the contracting department determines to be so serious and compelling as to affect responsibility as a contractor.

5.505 Solicitations or Awards in Violation of Law

When a solicitation or award is determined to be in violation of law, the following provisions shall apply:

1. **Remedies Prior to Award** - If, prior to award, it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall either be canceled or revised to comply with the law.
2. **Remedies After Award** - If after an award it is determined that a solicitation or award of a contract is in violation of law, then:
 - a. If the person awarded the contract has not acted fraudulently or in bad faith, at the option of the City;
 - i. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or
 - ii. The contract may be terminated, and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to the termination.
 - b. If the person awarded the contract has acted fraudulently or in bad faith, at the option of the City.
 - i. The contract may be declared null and void; or
 - ii. The contract may be ratified and affirmed if such action is in the best interests of the City, without prejudice to the City's rights to such damages as may be appropriate.

5.506 Ethics

1. **General Ethical Standards**
 - a. **For Employees** - Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a

- breach of ethical standards.
 - b. **For Non-Employees** - Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Purchasing Manual is also a breach of ethical standards.
2. **Employee Conflict of Interest**
- a. **Conflict of Interest** - It shall be a breach of ethical standards for any employee to participate directly or indirectly in a contract for purchase or sale when the employee is aware:
 - i. The employee or any member of the employee's immediate family has a financial interest pertaining to the purchase or sale;
 - ii. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the purchase or sale; or
 - iii. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the purchase or sale.
 - b. **Discovery of Actual or Potential Conflict of Interest** - Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved.
3. **Restrictions of Employment of Present and Former Employees**
- a. **Contemporaneous Employment Prohibited** - It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the purchasing process to become or be, while such an employee, the employee of any person contracting with the City.
 - b. **Restrictions on Former Employees in Matters Connected with Their Former Duties:**
 - i. **Permanent Disqualification** - It shall be a breach of ethical standards for any former employee knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:
 - 1. Judicial or other proceeding, application request for ruling, or other determination;
 - 2. Contract;
 - 3. Claim; or
 - 4. Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the City is a party or has a direct and substantial interest.
 - ii. **One-Year Representation Restriction** - It shall be a breach of ethical standards for any former employee, within one year after cessation of the former employee's official responsibility, knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:
 - 1. Judicial or other proceeding, application, request for a ruling, or other determination;
 - 2. Contract;
 - 3. Claim; or
 - 4. Charge or controversy, in matters which were within the former employee's official responsibility, where the City is a party or has a direct or substantial interest.

c. **Disqualification of Business Where an Employee has a Financial Interest**

It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:

- i. Judicial or other proceeding, application, request for a ruling, or other determination;
- ii. Contract;
- iii. Claim; or
- iv. Charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the City is a party or has a direct and substantial interest.

4. **Gratuities and Kickbacks**

a. **Gratuities** - It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a contract requirement, specification, or 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 requirement, contract, subcontract, or any solicitation or proposal therefore.

b. **Kickbacks** - It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a contractor or subcontractor under a contract to the City, prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

5. **Confidential Information** - It shall be a breach of ethical standards 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.

6. **Criminal Sanctions** - To the extent that violations of the ethical standards of conduct set forth in this Manual constitute violations of the state criminal statutes or the West Plains City Code, they shall be punishable as provided therein. Such sanctions shall be in addition to the remedies provided in this Manual.

5.507 Remedies

1. **Against Employees** - Any employee who violates the provisions of this Manual may be reprimanded, suspended, or terminated.

2. **Against Non-Employees** - Any non-employee who violates the provisions of this Manual may be warned, reprimanded, suspended, or debarred in accordance with the provisions in this Manual.

3. **Department Heads and Department Directors** - All supervisory personnel will be held to the same requirements and standards with regard to compliance with the provisions of the purchasing procedures as are other employees. When a department head or director becomes aware of violations of the purchasing procedures, they shall immediately take appropriate action as authorized by this section to remedy the violation. Notification of the violation shall be forwarded to the City Administrator, Director of Finance, and/or the Mayor.