Ozark Region WORKFORCE Development Board

Agenda

Planning and Oversight Committee

June 3, 2025	9:00 AM	Missouri Job Center 1660 N Campbell Ave Springfield, MO 65803

Join Zoom Meeting
https://zoom.us/j/92217952434?pwd=oPpNqlkVphmodPdwX9lagZ1Xzk2UOi.1

Meeting ID: 922 1795 2434
Passcode: 342351

1. Call to Order

2. New Business

2.1. Modification of the Plan of Service (*Needs Action*)

3. Adjournment

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City of Springfield, Missouri
Purchasing Policy

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City of Springfield
Purchasing Policy

1.0 Introduction

1.1 Policy – The City of Springfield is a public agency that is required to establish and follow the formal Purchasing rules established in the City Charter and City Code. The primary purpose of the Purchasing Policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to promote transparency and achieve cost efficiencies.

1.2 Individual departments develop material specifications and scopes of work or services. However, all processes are monitored and reviewed by the Division of Purchases to ensure compliance with the Charter, City Code, and the rules of this policy. In addition, the Division of Purchases offers training and review of Purchasing procedures for all City employees engaged in acquiring commodities, services, and the disposal of property purchased with City funds. With exceptions, solicitation processes are handled by the Division of Purchases in close cooperation with the initiating department.

1.3 The referenced sections of the City Charter and City Code are included in this policy. A definitions section is also included in this document.

2.0 Legal Basis, Policies, and Organization of the Purchasing Process

2.1 The intent and purpose of this policy is to establish operational policies for the City's Purchasing Process which assures the community that the goods and services required to support the operation of the City government are procured in a manner that is consistent with provisions of the City Charter, and to assure the community that the City's procurement system is committed to fairness and equal opportunity by employing integrity and openness. The following is the rationale for establishing a Purchasing Policy:

2.1.1 To establish that the responsibility for Purchasing rests with all employees with the guidance and assistance from the Division of Purchases.

2.1.2 Establish a policy to procure commodities, equipment, contractual labor, services, and insurance as specified by the City Charter and City Code for the best value, cost, and quality.

2.1.3 Provide an efficient means for the disposal of surplus property.

2.1.4 Ensure fair and equitable treatment of all people who deal with the Purchasing System.

2.1.5 The objectives of the Division of Purchases and this policy are:

2.1.5.1 To clearly establish that the responsibility for purchasing is the responsibility of all employees with the assistance and guidance of the Finance Department and the Division of Purchases.

2.1.5.2 To procure such supplies, materials, equipment, contractual labor, services, and insurance as specified by the City Charter, City Code, and provisions of the Purchasing Policy at the most appropriate cost and best quality consistent with the goods and services required.

2.1.5.3 To exercise financial accountability in the expenditure of City funds.

2.1.5.4 To provide an efficient means for procurement, storage, and disposal of items to minimize duplication and overstocking.

2.1.5.5 To establish and maintain high standards of quality, based on suitability of use in all purchasing transactions.

2.1.5.6 To ensure the fair and equitable treatment of all people who deal with the City's Purchasing System.

2.1.5.7 To provide safeguards for the maintenance of the Purchasing System of quality and integrity.

2.1.5.8 To ensure that all parties involved in the City contracts negotiation, performance, and administration act in good faith.

(S.O. 4646, 09-30-1996; Resolution No. 8771, 07-24-2000)

3.0 Duties of the Purchasing Agent

3.1 Charter Duties – The City Purchasing Agent shall be responsible for the operation of the Division of Purchases pursuant to and in compliance with the City Charter.

3.2 Contracts – Create Division of Purchases contracts, or issue solicitations for the City, which provide ample opportunities for competitive bids or proposals. On behalf of the City, sign and enter into all contracts that were solicited by the Division of Purchases in accordance with this policy, upon review and approval of the Contract Administration staff, and provided such contracts have been prepared or officially approved as to form by the Law Department. All contracts shall be retained by the City's official keeper of records, the City Clerk's office.

3.3 If requested, assist with the inspection of all supplies, materials, and equipment delivered, and determine or supervise the determination of their quality, quantity, and conformance with specifications.

3.4 Dispose of surplus through transfer between departments, including the sale of surplus, obsolete, or unused supplies, materials, and equipment classified as scrap or junk.

3.5 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 departments or citywide.

3.6 Vendor Relations – The City Purchasing Agent shall establish a relationship of mutual confidence between the City and its suppliers. Such a 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.

3.6.1 All departments, boards, and agencies that may have contact with a vendor on any matter relating to an existing contract or a future contract that has or may be entered into by the City Purchasing Agent shall advise the City Purchasing Agent of such contact and forward copies of all correspondence, particularly in matters relating to technical requirements.

4.0 Applicable Law

4.1 Missouri Contracting Statute – State statutes impose various requirements on the City pertaining to contracting. While a complete or comprehensive outline is not feasible, RSMo., Section 432.070 should be noted. In essence, it provides that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment, within the scope of the City's authority, in writing; dated when made and subscribed by the parties or their agents.

4.2 General Law – Unless displaced by the provisions of this policy, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to the capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

4.3 City Charter – The City Charter of the City of Springfield, Missouri, contains several sections dealing with the operation of the City's Purchasing System. Subjects covered in the various Charter Sections are as follows:

4.3.1 Section 5.2 Powers and Duties of the Finance Director

4.3.2 Section 5.3 Separate Division of Purchases

4.3.3 Section 5.4 Competitive Bidding Requirements

4.3.4 Section 5.14 Expenditures Limited to Appropriation

4.3.5 Section 15.8 Purchases and Contracts

4.3.6 Section 16.6 Duties of the City Utilities Board

4.3.7 Section 19.6 Officers and Employees Interested in Contracts

4.3.8 Section 19.19 Use of Equipment and Supplies

5.0 Solicitation Thresholds – The thresholds shall refer to the total cost. The total cost shall be all-inclusive and shall include but not be limited to the following: shipping, handling, inside delivery, installation, credit card processing fee, etc.

5.1 $0.00 - $5,000.00 – Discretionary - Competition not required but strongly recommended. Refer to Section 7.0 Purchasing Process, paragraphs 7.1.1 and 7.1.2 for approved City payment methods.

5.2 $5,000.01 - $25,000.00 – Informal (non-advertised, public opening not required). The Department shall solicit written informal quotes/bids/proposals. Refer to policy section: 8.2.

5.3 $25,000.01 - $100,000.00 – The Division of Purchases solicits informal quotes/bids/proposals. Refer to policy section: 8.3.

5.4 $100,000.01 and above – Formal. The Division of Purchases conducts formal solicitations. Refer to policy sections: 8.4 and 8.6.

6.0 Certification of Appropriated Funds

6.1 The City Charter requires the Director of Finance to certify that funds are appropriated and unencumbered for the expenditure contemplated by any contract entered into by the City and that such certification be in writing on the actual contract form before such a contract is valid and binding.

6.2 Upon receipt of a requisition or otherwise written request to make a contract for goods and services, the Director of Finance shall certify in writing on such a written request that funds are appropriated and unencumbered sufficiently to pay for the entire amount of the funds obligated under any contract which may result from the request.

6.3 All contracts shall have certification thereon by the Director of Finance that funds are appropriated and unencumbered in sufficient amounts to discharge any obligation under the contract.

6.4 Any contract amendment, addendum, or change order that increases the amount of any contract shall be certified thereon by the Director of Finance that there are sufficient funds appropriated and unencumbered to pay for any such increase.

6.5 No contract made by the City Purchasing Agent shall be revised or modified in any manner unless such modification is approved by the City Purchasing Agent and such contract is amended in writing by the City Purchasing Agent, Contract Administration, and the City Attorney's office as applicable.

7.0 Purchasing Process

7.1 Purchasing Cards (P-card) and Virtual Cards

7.1.1 Whenever possible, virtual cards or P-cards should be used as the primary choice of payment for any purchase or invoice as long as processing fees are not added to increase the cost of the transaction more than budgeted or approved. For vendors who do not accept credit card payments, checks, and ACH (Automated Clearing House), wire payment options are available and are handled by the Accounts Payable section of the Finance Department.

7.1.2 See the Purchasing Card Policy, available on the City's internet site, for complete information on the use of a P-card.

7.2 Admin Memo 55 - M/WBE (Minority/Woman Owned Business Enterprise) - DBE (Disadvantaged Business Enterprise)

Whenever feasible, the City of Springfield will provide opportunities to certified and registered non-certified disadvantaged (DBE), minority (MBE), or women-owned business enterprise (WBE) in the procurement process.

7.2.1 It is the intent of these guidelines to:

7.2.1.1 Create a "level playing field" that will provide certified and registered non-certified DBE, MBE, and WBE businesses with equal opportunity to participate in all aspects of the City's contracting and procurement programs, including, but not limited to, participation in procurement contracts for equipment, materials, services (including professional services), supplies, and the construction, renovation, or repair of facilities and equipment.

7.2.1.2 Widen opportunities for inclusive vendor participation, increase equitable vendor competition, increase quality, and reduce costs to the City and its citizens.

7.2.1.3 Provide information or other opportunities to certified and registered non-certified DBE, MBE, and WBE that may also be available to all other business enterprises.

7.2.2 It is not the intent of these guidelines to:

7.2.2.1 Establish procedures that will increase the cost of construction and procurement programs.

7.2.2.2 Give one business an unfair advantage over another based solely on ownership characteristics.

7.2.2.3 Nothing in these guidelines shall be construed to require the City to award contracts or subcontracts to or to make purchases of materials or equipment from any business that does not submit the lowest responsible, responsive bid or bids deemed to be in the best interest of the City in accordance with the criteria established in the solicitation.

7.2.3 Sample Language and Guidelines:

7.2.3.1 The City of Springfield will include language in procurement advertisements encouraging certified and registered non-certified DBEs, MBEs, and WBEs to submit solicitation responses and encourage the use of DBE, MBE, and WBE subcontractors. Sample language: "The City is committed to providing opportunities to DBE, MBE, and WBE prime, general, and subcontractors and encourages such business enterprises to submit responses."

7.2.3.2 The City of Springfield and its contractors will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract based on race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

7.2.3.3 In administering its program, the City of Springfield will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program concerning individuals of a particular race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

7.3 Energy-Efficient Purchasing – Energy-efficient purchasing shall be used by the City to procure items when it is in the City's best interest. Energy-efficient purchasing uses the principles of life cycle costing. If life cycle costing is to be used, it should be clearly stated in the solicitation so that bidders are aware of the evaluation process to be used.

8.0 Solicitation Processes - If a solicitation process only renders one bid that is deemed to be responsive and responsible, said bid may be negotiated to determine if it is in the best interest of the City. If deemed such, an award may be rendered, and a contract issued.

8.1 Invitation for Bid (IFB) - Standard Guidelines-This solicitation method should be utilized when there are clear and definitive specifications and/or scope of work.

8.1.1 Competitive Bids – Any contract pursuant to this policy shall be made only after an open and fair solicitation process promoting competition has transpired.

8.1.2 An award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions in the Invitation for Bid and is deemed to be in the best interest of the City. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.1.2.1 Negotiation is not permitted when utilizing the IFB solicitation process and more than one bid has been submitted that is deemed responsive, responsible, and meets all requirements of the solicitation. The Purchasing Agent may consider allowing negotiations if a single bid is received and is deemed to be in the best interest of the City and all aspects of the solicitation process were adhered to. Exceptions to the terms and conditions of the IFB may not be considered.

8.1.2.2 The Purchasing Agent may use their judgment to determine compliance and to waive any minor technicalities or ambiguities in the bid response.

8.1.2.3 In the event of pricing discrepancies with unit-priced items, the unit price will prevail over the total price.

8.1.2.4 Non-Responsive or Unacceptable Bids – The City Purchasing Agent shall reject any bid or proposal that is materially non-responsive to the requirements set forth in the bid documents. The City Purchasing Agent may re-solicit requests for bids or proposals if, in their opinion, the bids or proposals received from the solicitation are not acceptable for any reason. Such a solicitation shall not be to direct the award to a particular bidder.

8.1.2.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.2 Informal (non-advertised, public opening not required) - Request for Quotes (RFQ) - $5,000.01 - $25,000.00 – No Public Opening

8.2.1 $5,000.01 - $25,000.00 – The department shall solicit a written RFQ.

8.2.1.1 The department shall make every effort to obtain at least three written quotes.

8.2.1.2 Provide the same specifications to all bidders.

8.2.1.3 Provide the City's Standard Terms and Conditions to all bidders (only if the RFQ pertains to the provision of service).

8.2.1.4 With the submittal of a requisition, submit RFQ documentation to the Division of Purchases.

8.2.1.5 The department conducts the bid opening.

8.2.1.6 Email quotes and bid tabulation or justification for award to Finance with invoice or I-Expense.

8.2.1.7 The soliciting department will issue a purchase order or relevant contract type upon issuance of a requisition. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to a potential awardee(s) debarred status shall be kept in the project file.

8.2.1.8 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued by the soliciting department to the recommended award supplier requesting the provision of the required contract documents.

8.3 Invitation for Informal Bid (IFIB) (non-advertised, public opening not required) Invitation for Informal Bid (IFIB) or Informal Request for Proposals (IRFP)- $25,000.01 - $100,000.00.

8.3.1 Only the Division of Purchases shall solicit an Informal Invitation for Bid (IFIB) for goods, or an Informal Request for Proposals (IRFP) for services, whichever is appropriate based upon anticipated amount of solicitation between the amounts of $25,000.01 - $100,000.00.

8.3.1.1 The department submits a requisition to start the process.

8.3.2 The department submits specifications to the Division of Purchases.

8.3.3 The department submits a list of vendors to the Division of Purchases.

8.3.4 The Division of Purchases will publish the IFIB or IRFP on the Public Purchasing e-bidding platform or distribute it to those vendors stated on a vendor list provided by the project manager(s), whichever is deemed to be most relevant by the Purchasing Agent.

8.3.5 A pre-bid/proposal conference may be held as determined by the department and Division of Purchases staff.

8.3.6 The Division of Purchases' assigned buyer will open bids and provide the bid tabulation to the using department(s) or in the case of an IRFP, will provide the responses and applicable score sheet(s) to the evaluation committee.

8.3.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.3.8 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.3.9 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.4 Formal (Advertisement and public opening required) Invitation for Bid (IFB) - $100,000.01 and above.

8.4.1 The department submits the requisition to the Division of Purchases to start the process.

8.4.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal bid process with the applicable department project manager(s).

8.4.3 The department submits specifications to the assigned buyer.

8.4.4 The department submits a list of vendors to the assigned buyer.

8.4.5 When required, the Division of Purchases will publish the IFB on the City's e-bidding system and applicable advertisement sources for usually thirty (30) days.

8.4.6 A pre-bid conference may be held as determined by the department and Division of Purchases staff.

8.4.7 The Division of Purchases will open bids and provide the bid tabulation to using department(s).

8.4.8 The public bid opening is held at the specified date and time stated in the solicitation.

8.4.9 A Notice of Recommendation for Award (NORA) will be issued to the recommended supplier requesting the provision of required contract documents.

8.4.10 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.4.11 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.4.12 Evaluation criteria may be utilized after approval by the Purchasing Agent or their designee to assist in determining the best value. If utilized, items 8.5.1.6-8.5.1.6i shall apply.

8.5 Request for Proposal (RFP) – Standard Guidelines - This solicitation method should be utilized when there are unclear and non-definitive specifications and/or scope of work.

8.5.1 The purpose of the RFP is to identify and award the supplier that can provide the best value to the City, based upon established evaluation criteria by the project manager(s), not just the lowest cost.

8.5.1.1 Used if detailed specifications cannot be defined, if more than one solution may satisfy the City's requirements, and when evaluation factors other than cost must be considered.

8.5.1.2 The scope of work and other required sections shall be provided by the project manager(s) and is required to enable comparison of competing proposals. The Division of Purchases will write and assemble the remainder of the RFP and publish it upon final approval by the project manager(s).

8.5.1.3 Evaluation criteria are used to determine the best value.

8.5.1.4 Evaluation criteria and methods are disclosed in the RFP document.

8.5.1.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.5.1.6 An evaluation team must be selected by the project manager(s) prior to the issuance of the RFP by the Division of Purchases:

a. It is critical that the same evaluation team members remain in place throughout the entire process to ensure equal and fair evaluation occurs.

b. Evaluation team members are required to sign a Non-Conflict of Interest Statement to serve on the team, and to ensure the confidentiality and integrity of the RFP process for each specific evaluation process.

c. If an evaluation team member will not be able to participate in any of the evaluation processes, said team members' scores will not be tabulated.

d. The project manager(s) submit a list of vendors to the Division of Purchases.

e. The Division of Purchases will assist the requesting department in writing an RFP and publish it on the Division of Purchases' current e-bidding site.

f. A pre-proposal conference should be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.

g. When an RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law.

h. The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.

i. Evaluation of proposals received:

   1. Proposals are initially evaluated individually by committee members.

   2. The evaluations are submitted to the Division of Purchases to aggregate scoring and evaluation comments.

   3. The evaluation committee meets to review the scores and comments to determine the next steps. The committee may make a recommendation for an award at this point without taking additional evaluation steps.

   4. A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the Division of Purchases.

j. Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

k. The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

l. If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.6 Formal (Advertisement and public opening required) Request for Proposal (RFP) - $100,000.01 and above.

8.6.1 The department submits a requisition to the Division of Purchases to start the process.

8.6.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal solicitation process with the applicable department project manager(s).

8.6.3 The project manager(s) submit the scope of services and other required solicitation sections to the assigned buyer.

8.6.4 The project manager(s) will develop an evaluation criterion, and the assigned buyer may assist if requested.

8.6.5 The project manager(s) submit a list of vendors to the assigned buyer.

8.6.6 The assigned buyer will assist the requesting department in writing an RFP and publish it on the City's current e-bidding site and applicable advertisement sources when required.

8.6.7 A pre-proposal conference may be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.

8.6.8 When the RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.6.9 The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.

8.6.10 Evaluation of proposals received:

8.6.10.1 Proposals are initially evaluated individually by committee members.

8.6.10.2 The evaluations are submitted to the assigned buyer to aggregate scoring and evaluation comments.

8.6.10.3 The evaluation committee meets to review the scores and comments to determine the next steps for the RFP. The committee may make a recommendation for an award at this point without taking additional evaluation steps.

8.6.10.4 A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the assigned buyer.

8.6.10.5 The next steps may include interviews with firms, site visits, demonstrations, and the negotiation of final pricing and contract terms to determine the best and final offer (BAFO), or any method necessary to determine the best value.

8.6.10.6 If an evaluation team member will not be able to participate in any of the evaluation processes, the said team member's scores will not be tabulated.

8.6.10.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.6.10.8 Upon approval of the award, the Division of Purchases will issue a purchase order or relevant contract type.

8.6.11 If a contract is warranted, a Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.7 Additional Types of Solicitations

8.7.1 Request for Qualifications (Advertisement and public opening required) (RFQu) – Pricing cannot be requested during the initial steps of the solicitation and may not be utilized to determine an award. The award shall be based upon qualifications only. To be considered qualified, respondent(s) shall not appear on the Federal and State debarment lists. It shall be the responsibility of the soliciting department to check both the Federal and State debarments lists to verify that all respondent(s) are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.7.1.1 The City uses the Request for Qualifications (RFQu) to prequalify professional service providers for Architectural, Engineering, and Land Surveying (A&E) services prior to issuing a request for proposal (RFP) or negotiating a contract per the Revised Statutes of the State of Missouri. This process may also apply to other services, and its' utilization shall be determined by the Purchasing Agent or soliciting department project manager.

8.7.1.1.1 Fee schedules shall only be requested from established pre-qualified service providers. Contracts may be negotiated with those firms identified to be in the best interest of the City.

8.7.1.2 For a specific project, after an RFQu has been conducted with the general scope of work identified, contract negotiations should only occur after a Request for Proposal (RFP) has been solicited from the highest-ranking qualified firm or firms. Fee schedule and any other applicable costs shall be requested at this time. If contract negotiations fail with the highest-ranking firm(s), then negotiations with the second highest-ranking firm(s) may proceed and so on until a contract has been executed or another solicitation is warranted.

8.7.1.3 Firms that have been prequalified for A&E services are required to submit their intent to remain on pre-qualified listings annually to the Division of Purchases or the solicitating department.

8.7.1.3.1 The RFQu can be used to pre-qualify firms for services other than architects, engineers, and land surveyors. Issuing departments may contact the Division of Purchases to request the issuance of an RFQu. A determination will be made by the Purchasing Agent as to the use of the RFQu.

8.7.2 Request for Information (RFI). May be conducted formally (Advertisement and public opening required) or informally (non-advertised, public opening not required).

8.7.2.1 The Request for Information (RFI) is issued when information is required for an upcoming solicitation when the scope of work or specifications are unknown.

a. Responses may include best practices, industry standards, technology issues, and product descriptions.

b. Cost is not required, although an estimated cost may be requested for budgetary purposes.

c. No award is made.

8.8 Construction Manager-at-Risk (CMAR)

8.8.1 The purpose is to allow the use of the “Construction Manager-at-Risk”, (CMAR) contracting process.

8.8.1.1 When appropriate for the project, including but not limited to civil works projects such as roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage, and flood control projects, or transit projects commonly designed by professional engineers in excess of two million dollars total project cost; and noncivil works projects such as buildings, site improvements, and other structures, habitable or not, commonly designed by architects in excess of three million dollars total project cost and subject to the terms and conditions set forth herein, the City may use the process known as “Construction Manager-at-Risk.”

8.8.2 Definitions

8.8.2.1 As used in this section, the following terms mean:

a. "Construction Manager," the legal entity that proposes to enter into a construction management-at-risk contract under this section.

b. "Construction Manager-at-Risk," a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design of the project.

c. “Guaranteed Maximum Price” (GMP), shall mean the costs necessarily incurred by the Construction Manager for the proper performance of the work and based on a defined scope of work. The GMP will typically include costs for preconstruction services, a contractor’s fee including office expenses, overhead, and profit, construction costs including general conditions work, materials, subcontractors, supplies, owner’s contingency, and other costs necessary to deliver a specific project complete and accepted by the City. General conditions costs are generally defined as those incurred by the contractor for their onsite supervision, inspections, coordination, and management of the work, as well as equipment, utilities, facilities, bonds, insurance, labor, etc. The GMP will typically not include professional design services.

d. "Total Project Cost," shall mean any costs necessary for the successful completion of the project. These may include but are not limited to expenses incurred for planning, design, land and easement acquisition, permitting, bidding, administration, construction, inspection, and other applicable costs which are essential to complete the project.

8.8.3 For each project for which CMAR is being used, the City Council shall disclose such at a regular meeting and announce its selection criteria at least one week prior to the publication of the request for qualifications.

8.8.4 The City shall select, based upon the qualifications in 8.285 to 8.291 RSMo., a primary engineer or architect before or concurrent with the selection of the CMAR to prepare the construction documents for the project in compliance with all state laws and professional standards. The primary engineer or architect may not serve in any capacity as the CMAR but is not prohibited from providing customary construction administration services as part of their job duties and in accordance with applicable licensing laws.

8.8.5 Nothing herein shall be construed to prohibit the City from contracting with or engaging in independent/third-party inspection, testing, and engineering services necessary for acceptance of the project.

8.8.6 Procedure – Projects utilizing the CMAR project delivery method shall be in two parts: the selection of the CMAR, followed by the engagement of contractors and subcontractors. Both steps are to be publicly advertised and procured in accordance with state law, City Charter, and City Code.

8.8.6.1 Publication for the request for qualifications or proposals shall be by publication in a newspaper of general circulation published in Greene County once a week for two consecutive weeks prior to opening the proposals, qualifications submissions, or by a virtual notice procedure that notifies interested parties of at least twenty various purchases, design contracts, construction contracts, or other contracts each year for the City.

8.8.6.2 Selection of CMAR – The City shall solicit a request for qualifications (RFQu) no sooner than one week after the Council's announcement of its intent to use a CMAR on a project. The RFQu at a minimum shall include general information on the project site, project scope, schedule, selection criteria, the time and place for receipt of qualifications, and other information that may assist the City in its selection of a CMAR.

8.8.6.3 The City shall state the selection criteria in the RFQu. The selection criteria may include the construction manager's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the CMAR. The Director of the Department, which is procuring the CMAR, shall promulgate such rules and regulations needed to identify selection criteria based on the type of project. No fees or prices shall be included in the initial response.

8.8.6.4 After review, the City may request that five or fewer construction managers, selected solely based on qualifications, provide additional information as part of a request for proposals (RFP). RFPs at a minimum shall include a description of the scope of work, design guidelines, project goals, applicable deadlines, budget, selection criteria, time, and place for receipt of proposals, and other information that may assist the City in its selection of a CMAR. CMAR's shall also include their proposed fee and price for fulfilling the general conditions.

8.8.6.5 Qualifications shall account for a minimum of forty percent of the evaluation. Cost shall account for a maximum of sixty percent of the evaluation.

8.8.6.6 For each step, the City shall receive, publicly open, and read aloud the names of the construction managers. Within forty-five days after the date of opening the proposals or qualification submissions, the City or its representative shall evaluate and rank each proposal or qualification submitted in relation to the criteria set forth in the request for proposals or request for qualifications. The City shall interview at least two of the top qualified offerors as part of the final selection.

8.8.6.7 The City shall select the construction manager that submits the proposal that offers the best value for the City based on the published selection criteria and on its ranking evaluation.

8.8.6.8 The City or its representative shall first attempt to negotiate a contract with the selected construction manager. If the City or its representative is unable to negotiate a satisfactory contract with the selected construction manager, the City or its representative shall, formally and in writing, end negotiations with that construction manager and proceed to negotiate with the next construction manager in the order of the selection ranking until a contract is reached or negotiations with all ranked construction managers end.

8.8.6.9 After the City has entered into a contract with the CMAR, the City may allow the CMAR to publicly advertise for bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors. The City shall have the authority to restrict the construction manager-at-risk from submitting bids to perform portions of the work. All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals and shall be publicly opened and the identity of each bidder and their bid amount shall be read aloud.

8.8.6.10 The construction manager-at-risk and the City shall review all trade contractor, subcontractor, or construction manager-at-risk bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or the City involved with the project. If the construction manager-at-risk submitted bids or proposals, the City shall determine if the construction manager-at-risk's bid or proposal offers the best value for the City. After all proposals have been evaluated and clarified, the award of all subcontracts shall be made public.

8.8.6.11 If the construction manager-at-risk reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor or subcontractor, but the City requires another bid or proposal to be accepted, the City shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the City's requirement that another bid or proposal be accepted.

8.8.6.12 If a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may itself, with approval of the City, and without further advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

8.8.6.13 The penal sums of the performance and payment bonds delivered to the City shall each be in an amount equal to the fixed contract amount or guaranteed maximum price. The construction manager-at-risk shall deliver the bonds not later than the tenth day after the date the fixed contract amount or guaranteed maximum price is established.

8.9 Bid and Proposal Submission Conditions

8.9.1 Any solicitation issued on the Division of Purchases' e-bidding site shall require responses to be submitted electronically on said site. Responses received late or via another method will be rejected and will not be returned to the bidder/respondent.

8.9.1.1 The exception would be for purchases below the department's requirement to the provided quotes threshold of $5,000.01 to $25,000.00 in which email quotes have been received and the results are identified on the email quote tabulation form.

8.9.1.2 Bids and proposals may be withdrawn, modified, or revised prior to the bid opening or RFP closing.

8.9.1.3 Bids and proposals cannot be revised after they are opened. Once a bid or proposal is opened, all documents become the property of the City. Exception: If only one bid/proposal is received, refer to section 8.9.1.7 of this policy.

8.9.1.4 Awards may be split among multiple bidders or respondents if it is in the best interest of the City.

8.9.1.5 The Purchasing Agent or their designee will confer with the project manager(s) to discuss a recommendation of award in the event two or more bids/proposals are equal in cost or value.

8.9.1.6 Non-responsive:

a. Any bid submitted that does not meet the minimum requirements set forth in the IFB, including Terms and Conditions, will be deemed non-responsive and will be rejected as unacceptable.

b. Any proposal that does not meet the minimum requirements set forth in the RFP will be deemed non-responsive and the respondent may request exceptions to the terms and conditions of the RFP, which can be discussed during the negotiation phase of the RFP process.

c. Any respondent identified on the Federal or State debarment list shall be deemed non-responsive and ineligible for contract award. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that all respondents are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.9.1.7 Only one solicitation response submitted:

a. When the applicable solicitation process has been utilized and only one bid response is received, the City shall have the opportunity to negotiate price only with the lone respondent if the response is deemed to be responsive and responsible in accordance with the solicitation to determine an award that is deemed to be in the best interest of the City.

8.10 Bonds - Bid Security Requirements

8.10.1 Payment bonds per State Statute 107.170, for public works (construction-related) projects with an estimated value of $50,000.00 or above shall be required. Performance bonds shall also be required. When deemed necessary by the project manager, maintenance bonds shall also be required.

8.10.2 All bonds shall be provided by a surety company authorized to do business in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least an A Best's rating and an FPR9 or better financial performance rating per the current A.M. Best Company ratings).

8.10.3 The City's preapproved bond forms shall be utilized, or the bond(s) will not be accepted.

8.10.4 Bid bonds may be provided via an electronic format by a bond provider approved by the City.

8.10.4.1 Cash Equivalent - may be submitted in lieu of the bond.

8.10.5 Failure to submit a bid bond as required in the solicitation will result in the rejection of the bid or proposal.

8.10.6 If the bidder fails to honor the bid for any reason, the bid security may be retained by the City.

8.10.7 The value of bid security is equivalent to five percent of the bid or proposal price.

8.10.8 Payment and Performance Bonds – Bonds are required for any construction-related public improvement project type solicitation that is estimated to exceed $50,000.00.

8.10.8.1 Issued in an amount of one hundred percent of the price specified in the bid or proposal.

8.10.8.2 The City's preapproved bond forms shall be used, or the bond will not be accepted.

8.10.9 Maintenance Bond – A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City or if applicable, when the warranty period has expired. Sections 8.10.4 and 8.10.5 shall apply.

8.10.10 All payment, performance and maintenance bonds shall initially reflect the total cost of the project. Any change orders/modifications that increase the total cost of the project by twenty percent or greater will require all applicable bonds to reflect the changed/modified total cost.

8.11 When Competitive Bidding is Not Required

8.11.1 In the following cases, competitive bidding shall not be required. Nevertheless, a contract or purchase order is required.

8.11.1.1 Livestock.

8.11.1.2 Insurance which has a standard premium set by the State of Missouri.

8.11.1.3 Works of art.

8.11.1.4 Purchases are made cooperatively with other units of government.

8.11.1.5 Services of individuals possessing a high degree of professional skill as determined by the City Attorney. Any subsequent contract shall be performed by Contract Administration.

8.11.1.6 Aviation fuel, lubricants, and parts purchased for resale at the regional airport.

8.11.1.7 Merchandise purchased directly from the manufacturer for resale by City facilities.

8.11.1.8 Purchases from federal, state, or other local governmental units.

8.11.1.9 Drugs not stocked in the City Clinic Pharmacy which are ordered for patients of the Springfield Greene County Public Health Center.

8.11.1.10 Contracts for printing or engraving of bonds or other evidence of indebtedness.

8.11.1.11 Magazines, books, or periodicals.

8.11.1.12 Fuel purchases provided that the City has requested bids from three fuel suppliers and provided that the City has previously taken competitive bids for such fuel and the seller of the fuel has exhausted their allocation of fuel.

8.11.1.13 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 Manager 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.

8.11.1.14 Items purchased through the State of Missouri at a price deemed below that obtainable from private dealers pursuant to the procedure authorized by Sections 67.330 through 67.390 RSMo., and pursuant to the rules and regulations governing cooperative procurement established by the state.

8.11.1.15 Recurring payments such as utilities, postage, telephone, travel, mileage, principal and interest on debt, rents, FICA, pension contributions, judgments and claims, and publications.

8.11.1.16 The City Purchasing Agent shall require the submittal of a Sole Source Justification and Approval Request form for such sole source items and shall determine if the requested good or service is a sole source.

8.11.1.17 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.

8.11.1.18 Advertising. A City contract may not be required due to the unique and specific nature of advertising. Contract requirements shall be determined by the Purchasing Agent.

8.11.1.19 Utilization of cooperative contracts. The utilization of cooperative contracts shall be approved by the Purchasing Agent.

8.11.1.20 Emergency Purchases. Refer to sections 15.4-15.7 of this policy.

8.12 Sole Source

8.12.1 As determined by the Purchasing Agent, a sole source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the purchase.

8.12.2 Documentation from the manufacturer for commodities or the service provider for services is required by the requesting department to justify a sole source purchase.

8.12.3 A Sole Source Justification and Approval Request form must be submitted and approved by the Purchasing Agent prior to the purchase of specified goods or services.

8.13 Cooperative Purchases

8.13.1 Commodities or services purchased through contracts established by a government purchasing entity or cooperative pursuant to RSMo.70.220, or other cooperatives that utilized generally accepted governmental purchasing practices through the competitive bidding process. The Purchasing Agent shall determine the acceptance and utilization of cooperative contracts.

9.0 Public Improvements

9.1 Public improvement means a project for construction, reconstruction, or major renovation of real property by or for a contracting agency.

9.2 Public improvement bidding is processed through the Division of Purchases or the applicable department.

9.3 Public improvement projects are bid in accordance with the bidding procedures as defined in this policy as well as Article VI of Chapter 98 of the City's Code of Ordinances, with these added conditions:

9.3.1 All public improvements require competitive bids unless the work shall be performed by City staff, the utilization of established City contracts, or cooperative contracts that followed a competitive bid process and are approved by the Purchasing Agent.

9.3.2 A payment bond per State statute (RSMo. 107.170) for one hundred percent of the total award amount are required for all projects over $50,000.00. A performance bond for one hundred percent of the total award amount are required for all projects over $50,000.00 shall also be required per City Charter.

9.3.3 A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City.

9.3.4 All public improvement projects shall comply with the Missouri Prevailing Wage Law when required.

9.3.5 A contract shall be established that incorporates all required contractual documents.

9.3.6 A purchase order shall be created to encumber funds and to create a payment method.

9.4 Change Orders/Contract Modifications to Public Improvement Contracts that were solicited by the Division of Purchases.

9.4.1 All change orders/contract modifications to public improvement contracts shall adhere to the following applicable administrative modification approval process. Said change orders/contract modifications must be reviewed for both entitlement (the scope of the work proposed in the change order is not already included in the original scope of work) and cost appropriateness (the pricing is aligned with the original contract).

9.4.1.1 The department enters a requisition in the City Finance-Purchasing system.

9.4.1.2 After internal department review and approval, the department shall forward the requisition for a change order/contract modification to the Division of Purchases for processing.

9.4.1.3 The department shall submit change order and/or contract modification documents, which may include invoices, engineer/architect changes, inter-office memos, etc. to the Division of Purchases, and purchasing assistant(s). After the requisition has been assigned, these documents are provided to the buyer of record.

9.4.1.4 The buyer will request the following from the contractor: a signature on the change order/contract modification, bond increase, and updated certificate of insurance if applicable.

9.4.1.5 The change order/contract modification will be sent to Contract Administration for review and bond verification.

9.4.1.6 Contract Administration will route for required signatures.

9.4.1.7 Upon contract modification execution, a purchase order is created. The purchase order, executed change order/contract modification, and executed bonds are sent to the contractor/department.

9.4.1.8 For changes in quantities, materials, scope, time, or costs must be approved administratively by those individuals or their designee who originally executed said contract.

9.4.2 Urgent Change Authorizations for Construction Contracts – When an urgent change order is required due to the stage of construction in progress or to prevent a lengthy delay in a project, said change order must be approved by the appropriate Department Director who may immediately proceed with the work outlined in the urgent change order. The said Director shall inform the City Manager of said change order as early as possible via email requesting approval. The applicable administrative modification approval process shall be adhered to.

10.0 Grants and Federal Funding

10.1 Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Purchasing Policy, City Code, City Charter, and Financial Control Procedures (FCP) adopted by the City Council.

10.2 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.

11.0 Term Contracts

11.1 Established by the Division of Purchases through competitive solicitations to eliminate recurring bids and to take advantage of economies of scale (lower price for a higher volume of purchases).

11.2 Generally issued for a twelve-month contractual term and may have renewal options.

11.3 Issued for and may be used by all City departments.

11.4 Listed on the Purchasing page on the City internet site.

11.5 Requisitions are prepared by the department.

11.6 The Purchasing Agent shall determine the solicitation method.

11.7 The Division of Purchases will create the Term Contract.

11.8 The Division of Purchases will issue a purchase order via requisition from the requesting department.

11.9 Requesting Department shall enter the following on the requisition:

11.9.1 Term contract number.

11.9.2 Current vendor email address.

11.9.3 Order quantity, the unit of measure, contracted pricing, and any other relative information for the creation of a purchase order.

12.0 Administration of Contract Terms

12.1 The project manager(s) is responsible for the administration of the contract terms. Responsibilities include, but are not limited to:

12.1.1 Monitoring timelines for completion.

12.1.2 Administering Prevailing Wage requirements.

12.1.3 Addressing billing/payment issues.

12.1.4 Documenting compliance issues and the steps taken to address the vendor; include dates, names, etc. Project Manager(s) should identify key contract terms and monitor the vendor's compliance with those items.

13.0 Vendor Performance Evaluation

13.1 Departments are responsible for submitting a Vendor Performance Report Form located on the Purchasing page on the City's internet site and all supporting documentation to the Division of Purchases if the department is unsuccessful in resolving contract performance issues. A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.

13.2 The Division of Purchases will discuss performance issues with the department and legal counsel.

13.3 The Division of Purchases may arrange a meeting, upon request by the applicable department staff, to discuss potential remedies.

13.4 If necessary, the Division of Purchases will schedule a meeting with the department and the vendor to seek a resolution which may include but is not limited to the issuance of a cure letter to resolve the issue.

13.5 The Purchasing Agent will make any decision to terminate a contract or agreement with the consent of the aggrieved department and legal counsel.

13.6 Departments are also encouraged to use the Vendor Performance Report Form to provide positive feedback about a vendor.

13.7 A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.

13.8 A list of vendors with performance issues pertaining to contracts established via the Division of Purchases shall be maintained in the Division of Purchases. This responsibility should also be taken for those departments that conduct their own solicitations and establish their own contracts.

14.0 Signature Authority

14.1 The City Manager or their designee has the authority to sign contracts.

14.2 The Purchasing Agent signs all contracts, purchase orders, and price agreements solicited by the Division of Purchases, no matter the value as delegated by the City Manager and City Charter.

14.3 The chairperson of any administrative board of the city has the authority to execute binding instruments unless the City Charter, City Code, ordinances, or resolutions of the City shall expressly provide otherwise or unless any such administrative board by rule, regulation, or resolution expressly provides otherwise.

14.4 The Finance Director or their designee has the authority to sign contracts as delegated by the City Manager.

14.5 The City Charter requires that the City Attorney approves all contracts as to form. No contract shall be valid until it has been approved as to form by the City Attorney. At their discretion, the City Attorney may establish procedures by which contracts may be pre-approved as to form.

15.0 Requisition Types

15.1 Regular Requisition

15.1.1 The Department enters a requisition in the City Finance-Purchasing system to begin the purchasing process.

15.1.2 The Division of Purchases will assign the requisition to the applicable buyer.

15.1.3 The Purchasing Agent will determine the applicable solicitation method.

15.1.4 The Division of Purchases will issue a purchase order in accordance with solicitation results.

15.2 Computer Hardware, Software, and/or Accessories Requisition

15.2.1 All requisitions for computer hardware, software, maintenance and support, and accessories that interface with the City's computer network system must be approved by the Information Systems (IS) Director or their designee and the said IS approver and their position shall be stated on the requisition.

15.2.2 Specific IS terms and conditions as well as applicable insurance requirements that shall be included in the solicitation and/or contract document shall be determined by IS.

15.2.3 The Division of Purchases will pursue the applicable solicitation, contract, or issuance of a purchase order.

15.3 Blanket Order Requisition

15.3.1 Issued against an established contract, usually a term contract.

15.3.2 The Department enters a requisition in the City's Finance-Purchasing system.

15.3.3 The applicable contract must be referenced on the requisition.

15.3.4 The current email address of the vendor must be entered on the requisition to ensure the correct delivery of the purchase order.

15.3.5 Issued for a period that does not exceed the term of the contract.

15.4 Emergency Purchase Requisition

15.4.1 An emergency purchase is made to alleviate a situation in which there is a threat to public health, welfare, or safety, under certain conditions defined below, that does not allow time for normal, competitive Purchasing procedures. The department directors are responsible for determining an emergency purchase situation. Some examples include:

15.4.1.1 The operation of the department would be seriously hampered.

15.4.1.2 The protection or preservation of public property would not be possible by following normal Purchasing procedures.

15.4.1.3 Issuing a regular purchase order would adversely affect the service provided by the department.

15.4.2 Normal bidding procedures are not required, but the department is encouraged to solicit three quotes when possible.

15.5 Emergency Process: Under $50,000.00

15.5.1 The applicable Director shall notify the Director of Finance and the Purchasing Agent via email describing the emergency.

15.5.2 The Purchasing Agent shall determine whether the situation meets the requirements of an emergency purchase and shall convey such via an email response.

15.5.3 The Director of Finance or their designee shall approve that funding is available for the purchase and shall convey such via an email response.

15.5.4 The final approved email string shall be saved in a file created by the Purchasing Agent or their designee.

15.5.5 If a requisition is issued to make payment, the requestor shall identify “Emergency” and state the approved email date on the requisition.

15.5.6 If approval via email is not immediately available, verbal approval by the Purchasing Agent and/or Director of Finance shall be allowed with confirmation via email provided as soon as possible.

15.6 Emergency Process: Over $50,000.00

15.6.1 All steps stated above shall be required with the addition of the following:

15.6.2 The City Manager or their designee will need to be included in the original emergency email request and their approval shall be required.

15.6.3 If approval via email is not immediately available, verbal approval by the City Manager or their designee shall be allowed with confirmation via email provided as soon as possible. Said confirmation shall be kept with the file.

15.7 Emergency Purchase after Regular Business Hours

15.7.1 When the City Purchasing Agent cannot be contacted, the Director of the department may make the necessary emergency purchase at their discretion outside of normal business hours whenever an emergency exists. The Director of the department that makes such an emergency purchase shall contact the Division of Purchases immediately and before the close of the next business day.

15.7.2 Use a P-card to make the purchase; or

15.7.3 On the next working day, the department enters an emergency requisition into the City's Finance-Purchasing system with a notation that this is an emergency request and states the obtained emergency approvals on the requisition as well as the email or verbal approval date.

15.7.4 The Division of Purchases will generate a confirming copy of the emergency purchase order and will provide it to the supplier.

15.8 Change Order Requisition

15.8.1 May be used to delete, substitute, or add items or services and to increase or decrease pricing.

15.8.2 All changes to purchase orders must be authorized by the Purchasing Agent prior to vendor notification.

15.8.3 The department enters a requisition in the City's Finance-Purchasing system and references the PO number to be changed.

15.8.4 Justification verbiage must be entered on the requisition that specifies the changes, the reason for the changes, and the total revised cost of the purchase order.

15.8.5 Email additional justification to the designated Division of Purchases buyer, i.e., approved contractor change order request.

15.8.6 The Division of Purchases will issue a purchase order that reflects the changes and send it to the vendor.

15.8.7 If the change order requisition will be issued pertaining to an established contract, a contract modification will be issued by the Division of Purchases with the approval of the applicable Director and/or project manager(s).

15.8.8 If the change impacts a bonded project, bonds will need to be modified by the contractor and their bonding agent to reflect the change(s).

16.0 Purchase Order (PO) Except for situations such as emergency purchases or other exceptions included in this policy, City employees cannot commit the City to any purchase transactions until a Purchase Order is completed through the appropriate processes included in this policy.

16.1 A Purchase Order (PO) is a form of contract that establishes and specifies the following:

16.1.1 The parties to the contract.

16.1.2 Acceptance of a bid or quote.

16.1.3 Authorizes vendor to deliver.

16.1.4 The terms and conditions.

16.1.5 Describe what is to be provided.

16.1.6 The quantity being delivered.

16.1.7 The prices and total to be paid.

16.1.8 The location for delivery is required and promised.

16.2 A PO is a control and accounting document; it provides and accomplishes the following:

16.2.1 The basis for receiving and payment.

16.2.2 The appropriation data.

16.2.3 Encumbers and certifies the funds.

16.2.4 Specifies the amounts to be paid.

16.3 Purchase orders are generated from requisitions by the Division of Purchases and emailed to the vendor or by the using department if PO amount is under the informal threshold of $25,000.00.

16.4 If applicable, a purchase order will be generated only after all solicitation and award criteria are satisfied.

16.5 It is imperative that the using department include a current email address on the originating requisition to ensure the proper delivery of the purchase order to the vendor. Purchasing sends the PO to the vendor and a copy to the requestor.

16.6 A purchase order shall not be utilized in lieu of a standard contract or to circumvent the need for a standard contract. Inquiries pertaining to the utilization of a purchase order shall be directed to the Purchasing Agent. Any misutilization of a purchase order may be grounds for disciplinary action referred to in section 34.0 Remedies of this policy.

17.0 Freight

17.1 When departments are obtaining pricing from vendors, they should always inquire if the price quoted includes freight or if there is a separate cost for freight. Either way, the freight cost quoted must be F.O.B. (Freight on Board) destination. Acceptance of vendor terms other than F.O.B destination requires the prior approval of the Purchasing Agent.

18.0 Architects, Engineers, and Land Surveyors (A&E)

18.1 Approval of A&E firms:

18.1.1 The State of Missouri requires the RFQu (Requests for Qualifications) process to be used to prequalify architects, engineers, and land surveyors.

18.1.2 If the RFQu solicitation is conducted by the Division of Purchases, the solicitation will be sent to the department's identified vendor list via email, and it will be posted on the Division of Purchases' e-bidding site.

18.1.3 If the RFQu solicitation is not conducted by the Division of Purchases, the soliciting department shall obtain approval for their solicitation process from the Purchasing Agent before the posting of the solicitation.

18.1.4 Evaluation criteria shall be established and said criteria shall be assigned relative points as determined by the project manager. All points should not exceed one hundred.

18.1.4.1 It will be the determination of the project manager(s) based upon the scoring outcome as it pertains to the stated evaluation criteria and assigned points as to what firms scored the highest and at least meet the minimum qualifications to be placed on an approved qualified list.

18.2 Selection Committee

18.2.1 The Director of the contracting department, board, or agency shall appoint the Architect-Engineer Selection Committee for each architect, engineer, and land surveying services contract. The Selection Committee shall evaluate statements of qualifications, performance data, and the estimated prices or price guidelines when requested, and submitted by firms in response to the RFQu solicitation. The Selection Committee shall conduct discussions with the highest-ranking firm(s) determined by the outcome of the evaluations, 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 the highest to lowest ranking firm(s), said firm(s) deemed to be the most advantageous to the City to provide the services required.

18.3 Selection and contracting with an A&E firm:

18.3.1 Project Manager(s) responsibilities:

18.3.1.1 Select the most qualified firm(s) from the approved qualified list.

a. Enter a requisition into the City's Finance-Purchasing system.

b. Submit via email to the Division of Purchases for approval, along with the scope of work, negotiated price, and any other supporting documentation.

18.3.1.2 Division of Purchases responsibilities if the solicitation was conducted by the Division of Purchases:

a. The Division of Purchases shall request and obtain all applicable contract documents.

b. Submit all contract documents to Contract Administration for review and routing for required signatures, including approval from the City Attorney's Office.

c. Upon contract approval, issuance of a Notice of Award or Notice to Proceed to applicable vendor(s).

18.4 Other Responsibilities:

18.4.1 If the RFQu solicitation was conducted outside of the Division of Purchases, the Director of the contracting department, board, or agency shall comply with the processes identified in this policy when applicable.

18.4.2 For the issuance of a contract for services, the Director of the contracting department, board, or agency shall work with Contract Administration for the execution of the applicable contract(s).

18.5 Negotiation:

18.5.1 The Director of the contracting department, board, or agency shall negotiate a contract with the firm(s) determined to be the most advantageous to the City in accordance with the established evaluation criteria for the solicitation. Should the Director of the contracting department, board, or agency be unable to negotiate a satisfactory contract with the highest-ranking firm, negotiations shall be formally terminated. If contract negotiations fail with the highest-ranking firm, the Director of the contracting department, board, or agency shall then enter into negotiations with the second highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.

19.0 Right of Protest

19.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of bids or the award may protest to the City Purchasing Agent. The protestor shall present in writing the basis upon which the solicitation or award is contested and must be presented within ten days after the opening/closing of the solicitation. Before proceeding with any court action, a person must pursue the administrative remedies set forth below.

19.1.1 Upon receipt of a protest, the Purchasing Agent shall contact the applicable project manager(s), their Director, the Director of Finance, City Manager and the applicable City Attorney(s) and provide them with the grounds of protest by the aggrieved party.

19.1.2 All processes pertaining to an award or issuance of a contract shall cease until a decision pertaining to the protest is reached.

19.1.3 Protests provided to the Purchasing Agent must contain the following information:

19.1.3.1 Company name, address, phone number, and signature of the authorized representative.

19.1.3.2 Solicitation number.

19.1.3.3 Detailed statement describing the grounds of protest.

19.1.3.4 Supporting evidence or documents to substantiate the claim.

19.2 The City Manager will review the information provided and they or their designee will issue a written decision within five business days of receipt of the protest when possible. The decision shall be final.

20.0 Authority to Suspend or Debar

20.1 Upon review with legal counsel, the City Purchasing Agent shall have the authority to suspend or debar a company or individual from consideration for bid awards. A suspension may be for six months up to five years in length.

21.0 Suspension and Debarment Procedures

21.1 Notice of suspension or debarment shall be given by certified mail at least seven days prior to the effective date of the suspension or debarment.

21.2 The person to be suspended or debarred has a right to a hearing if requested within fourteen days after the mailing of the notice.

21.3 The hearing shall be held promptly thereafter before the Hearing Officer. A Hearing Officer will be appointed by the City Manager for this purpose. The Hearing Officer shall have all the powers necessary to conduct the hearing.

21.4 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 people are accustomed to relying on the conduct of serious affairs. Objections to evidence shall be noted and the Hearing Officer may rule on such objections.

21.5 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 thirty days after the mailing or personal delivery service of the decision.

21.6 Suspension or debarment will not last during the pendency of any hearing or appeal.

22.0 Causes for Suspension or Debarment

22.1 The causes for suspension or debarment include the following:

22.1.1 A conviction within the last ten years for the commission of a criminal offense as an incident of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

22.1.2 A conviction within the last ten 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.

22.1.3 A conviction within the last ten years under state or federal statutes arising out of the submission of bids or proposals.

22.1.4 A violation within the last two years of contract provisions, as set forth below, of a character which is regarded by the City Purchasing Agent or the Director of the contracting department or board to be so serious as to justify debarment action.

22.1.5 A deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

22.1.5.1 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.

22.1.5.2 Violation of general ethical standards in relation to gratuities or kickbacks involving City contracts.

22.1.5.3 Any other cause that the City Purchasing Agent or Director of the contracting department, board, or agency determines to be so serious and compelling as to affect responsibility as a contractor.

23.0 Solicitations or Awards in Violation of Law

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

23.2 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. Revisions to a bid may only be performed by the bidder before the date and time specified in the solicitation. Any revisions to a proposal submitted in response to a request for proposals (RFP) may only occur if the proposer has been selected as the highest-ranking firm and the City enters negotiations with the said firm. If a negotiated best and final offer cannot be reached with the highest-ranking firm, the City may proceed to the next highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.

23.3 Remedies After Award - If after an award it is determined that a solicitation or award of a contract is in violation of law, then:

23.3.1 If the person awarded the contract has not acted fraudulently or in bad faith, at the option of the City.

23.3.2 The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or

23.3.3 If the person awarded the contract has acted fraudulently or in bad faith, at the option of the City.

23.3.3.1 The contract may be declared null and void; or

23.3.3.2 The contract may be ratified and affirmed if such an action is in the best interests of the City, without prejudice to the City's rights to such damages as may be appropriate.

24.0 Disposal of Obsolete, Scrap, or Surplus Property

24.1 Obsolete, scrap, or surplus City items shall be disposed of by the City Purchasing Agent or their designee in any one or more of the following ways:

24.1.1 Transfer on the City's books of accounting, at book or other negotiated value, to other City departments as provided for by Section 19.19(2) of the Charter.

24.1.2 Transfer to another department, board, or agency – Before disposal by any other method, The Division of Purchases shall advise all City agencies that the surplus material is available for transfer. If a Department desires the surplus item(s), it shall be transferred to the said department at a mutually agreed-upon price.

24.1.3 Trade-in: The surplus items may be used to obtain trade-in credit against the purchase of replacement items.

24.1.4 Solicitation of bids for such property – In advertising and accepting bids for obsolete, scrap, or surplus items, the City Purchasing Agent or their designee 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, 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 or their designee. Proceeds will go into the City's general fund unless otherwise approved by the Director of Finance.

24.1.5 Publicly advertised auction sales – Surplus property may be sold to the highest bidder by any method of public auction approved by the City Purchasing Agent.

24.1.6 Donation – The City Purchasing Agent may donate surplus items under certain conditions:

24.1.6.1 All other methods of disposal have failed to result in the sale of the surplus items; or

24.1.6.2 The Director of the department in possession of the surplus item and the City Purchasing Agent certifies that the surplus item has no further use.

24.1.6.3 Donations may be made to a church, charity, or not-for-profit organization if the above conditions 24.1.1-24.1.5 are satisfied.

24.1.7 Destruction or "Throw Away" – If all attempts to sell or donate fail or if the surplus item is broken, damaged, or depleted to the obvious point of no value or use including no value as scrap, the City Purchasing Agent at the request or with the concurrence of the Director of the department, board, or agency of the City in possession may authorize the destruction of the surplus item or disposal in the City landfill or by another appropriate method of final disposal.

24.1.8 Declaration of surplus items – Surplus items shall be declared on the "Declaration of Surplus Property "page located on the Division of Purchases web page located on the intranet.

24.1.9 Personal Employee Purchases – Merit Rule 11.9 (Purchase of Property) shall govern the purchase of surplus property: "Salaried officers and employees, their spouses and minor children, are prohibited from either directly or indirectly bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction." All other aspects of Merit Rule 11.9 shall apply.

24.1.10 The City Charter provides that a department, board, or agency may trade in obsolete or surplus items for credit against the purchase price of replacement items. If a department, board, or agency, elects to trade in rather than dispose of as provided in paragraphs 24.1.1, 24.1.2, 24.1.4 and 24.1.5 above, the City Purchasing Agent along with the product expert from the applicable department shall determine the actual methods to obtain the best value or credit for such items.

25.0 Disposal of Property Held by the Police Department

25.1 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 Police Department, which is not subject to other provisions of state or federal law pertaining to the disposal of property.

25.2 All personal property shall be kept by the Police Department for sixty days unless the owner or person entitled to the possession of such property shall sooner claim such property and establish their ownership and right to possession thereof.

25.3 If the owner or person entitled to the possession of the property shall fail to claim such property within sixty 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 Springfield newspaper or another acceptable and applicable form of notice medium which has the greatest circulation to the public for three days, in addition, the 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 24, of this policy. In the event the property is sold at public auction to the highest bidder for cash, the notice shall state the time and place or method of such sale.

25.4 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.

25.5 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 City of Springfield's General Fund.

25.6 The Chief of Police shall have the authority to donate appropriate unclaimed property to the Greene County Juvenile Office, in such amounts as will better enable them to fulfill their public purposes, subject to such guidelines as the City Manager may provide.

25.7 Whenever a weapon comes into the possession of the Police Department, and 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 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, is a firearm which is in such worn condition to be dangerous to use, or for any other reason deemed not appropriate or suitable for sale to the public.

25.8 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 because of a violation of the Springfield City Code or state law.

25.9 The Chief of Police shall order the destruction of all property that is not disposed of by any method as stated 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.

26.0 Disposal of Obsolete, Scrap, or Surplus Property Used for Public Safety Purposes

26.1 Whenever the Police Department or Fire Department has equipment, tools, or materials relating specifically to public safety functions that 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 24.0 paragraph 24.1, subparagraphs: 24.1.1, 24.1.2, 24.1.3, 24.1.4, 24.1.5, and 24.1.6 of this policy; or the City Purchasing Agent may, at their 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.

26.2 This section shall not apply to vehicles of any kind. This section shall not apply to any item with a current book value of more than $1,000.00 nor to any item with an original acquisition cost of more than $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 the book value of the item(s) cannot be determined, then the City Purchasing Agent, upon consultation with the applicable Public Safety Department, may estimate the current value and substitute such an estimate for the book value.

26.3 The City Purchasing Agent shall determine if the item(s) are needed by any City Department, board, or agency prior to offering the item(s) to other qualified public safety agencies. If the item(s) are needed by a City Department, board, or agency, the authority granted to the City Purchasing Agent by this section shall not apply.

26.4 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 Springfield, Missouri, and shall further agree not to sell or use as a trade-in against the purchase of another item.

26.5 If, after notification by the City Purchasing Agent that item(s) is available for donation under this section, more than one qualified organization has requested the item(s), then the selection of the donation recipient shall be made by the drawing of lots. Lots shall be drawn first for Greene County organizations, next for the counties bordering Greene County, and last, for other Missouri counties.

26.6 The Chief of Police shall establish and maintain records of all donations made under this section. Such records shall include the item description, acquisition cost, book cost if available, and donor organization. A copy of the donation's records shall be provided to the City Purchasing Agent for electronic storage.

26.7 Donation of Public Safety Surplus Item – If requested by the Chief of the Police Department or Fire Department, the City Purchasing Agent may donate surplus safety items, except for vehicles, to bona fide public safety agencies in the state of Missouri with the first choice given to Greene County agencies, the surrounding public entities located within the Springfield Metropolitan Statistical Area (SMSA), then all other public entities. In the event more than one such organization wants the property, then the City Purchasing Agent shall draw lots to make the selection.

26.8 Utilization of State of Missouri's Donated/Sale of Public Safety Equipment Programs.

26.8.1 The Chief of the Fire Department may utilize the Missouri Department of Public Safety, Office of the Fire Marshall donated equipment program in accordance with RSMo. 320.091.

26.8.2 Any other established State of Missouri donation or disposal of public safety equipment program may be utilized by the applicable Chief of the Police Department or Fire Department.

27.0 Disposal of Service Weapons by Retired Law Enforcement Officers

27.1 This section relates to the allowance of retired Police Officers and Fire Marshals to purchase their service weapons.

27.1.1 Following the completion of employment, a sworn law enforcement officer who retired in good standing from the Police Department or Fire Department shall be given the option to purchase from the City the service weapon issued to them for use during their period of employment.

27.1.2 Sworn law enforcement officers who resign from service, and who do not qualify as retired pursuant to the current Police Department Policy are not eligible.

27.2 Any sale of a service weapon pursuant to this section shall be of actual cash value considering the age and condition of the service weapon.

27.3 The Chief of Police shall have the sole authority to declare whether an officer retired in good standing for this section.

27.4 The Chief of Police shall further have the authority to adopt policies and procedures as necessary to implement this section and to assess the actual cash value of property disposed of pursuant to this section.

27.5 Any service weapon that has become obsolete, scrap, or surplus to the needs of the Police Department and is not disposed of in accordance with subsections 27.1.1 – 27.4 of this section shall be disposed of in accordance with subsection 26.1 of this policy.

28.0 Disposal of Art Museum Objects

28.1 The Art Museum may dispose of Art Museum objects when the object is determined by the Art Museum to be unnecessary, irrelevant, or otherwise undesirable as a part of the Art Museum collections.

28.2 Objects may be disposed of through any of the following ways:

28.2.1 Any of the three procedures listed in Section 24.0, paragraphs, 24.1.1, 24.1.4, and 24.1.5 of this policy.

28.2.2 Negotiated sale or trade to any individual or organization.

28.2.3 Return of the object to an individual who originally presented the object to the Art Museum as a gift.

28.2.4 Before the disposal of any object, the object shall be appraised by the Director of the Art Museum. Any single object with a value over $500.00, or any group of objects with a value over $2,500.00, shall be appraised by an independent appraiser. In no event shall the Art Museum Board dispose of any object at a value that is less than its fair market value.

28.2.5 A record of all objects disposed of in accordance with this section shall be kept by the Art Museum.

29.0 Division of Purchases Ethics

29.1 The Division of Purchases subscribes to the Code of Ethics of The Institute for Public Procurement (NIGP) and believes that the following ethical principles should govern the conduct of every person employed by a public sector purchasing or materials management organization as well as all other City employees that are involved in purchasing transactions.

29.1.1 Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

29.1.2 Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

29.1.3 Is governed by the highest ideals of honor and integrity in all public and personal relationships to merit respect and inspire the confidence of the organization and the public being served.

29.1.4 Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

29.1.5 Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

29.1.6 Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

29.1.7 Keeps the governmental organization informed, through appropriate channels, on problems and the progress of applicable operations by emphasizing the importance of the facts.

29.1.8 Resists encroachment on control of personnel to preserve integrity as a professional manager.

29.1.9 Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment based on politics, religion, color, national origin, disability, gender, age, pregnancy, and other protected characteristics.

29.1.10 Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

30.0 General Ethical Standards

30.1 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.

30.2 For Non-Employees – Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Policy is also a breach of ethical standards.

31.0 Employee Conflict of Interest

31.1 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:

31.1.1 The employee or any member of the employee's immediate family has a financial interest pertaining to the purchase or sale.

31.1.2 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

31.1.3 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.

31.2 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.

32.0 Restrictions of Employment of Present and Former Employees

32.1 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, or any department, board, or agency of the City.

32.2 Restrictions on Former Employees in Matters Connected with Their Former Duties:

32.2.1 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:

32.2.1.1 Judicial or other proceedings, application request for ruling, or other determination.

32.2.1.2 Contract.

32.2.1.3 Claim; or

32.2.1.4 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.

32.2.2 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:

32.2.2.1 Judicial or other proceedings, application, request for a ruling, or other determination.

32.2.2.2 Contract.

32.2.2.3 Claim; or

32.2.2.4 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.

32.2.3 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:

32.2.3.1 Contract.

32.2.3.2 Claim; or

32.2.3.3 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.

33.0 Gratuities and Kickbacks

33.1 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 therefor.

33.2 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.

33.3 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 the actual or anticipated personal gain of any other person.

33.4 Criminal Sanctions – To the extent that violation of the ethical standards of conduct set forth in this Policy constitutes a violation of the state criminal statutes, the City Charter, or the City Code, they shall be punishable as provided therein. Such sanctions shall be in addition to the remedies provided in this policy.

34.0 Remedies

34.1 Against Employees – Any employee who violates the provisions of this Policy may be warned, reprimanded, suspended, or terminated in accordance with the Merit Rules.

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

35.0 Local Preference Policy

35.1 The City has a local preference policy for local commodities or services. The City has adopted a formal written policy to clarify the local preference provision. (City of Springfield General Ordinance 6301 and RSMo. Chapter 34, section 34.353, paragraph 5).

35.2 Bids – In the event that two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin.

35.3 RFPs – When an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area (SMSA) for the criteria of cost shall be increased by ten percent of the total points possible for cost.

35.4 The City of Springfield encourages the purchase of products manufactured or produced in the United States. (RSMo. Chapter 34, section 34.353, paragraph 5).

36.0 Prohibited Acts by Elected and Appointed Public Officials and Employees

36.1 For any transaction identified in this policy, the City shall not knowingly purchase any service, good, or property from any City of Springfield Council member, board or committee member, the Mayor or any City Employee, or any entity in which he or she holds a “substantial interest” as defined in section 105.450 RSMo. Any applicable federal regulations and applicable provisions in Sections 105.450 and 105.452 et seq. RSMo. and City Charter Section 19.16 shall not be violated.

EXHIBIT A

DIVISION OF PURCHASES
FORMAL ($100,000.01 AND ABOVE) INVITATION FOR BID (IFB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.

6. The solicitation will be publicly advertised in the media usually for thirty (30) days.

7. A pre-bid conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

8. The solicitation opening is public. The Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PM(s).

9. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days.

10. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.

11. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approval may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

12. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require City Council approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by City Council, the request for funding will need to be presented to City Council for approval.**

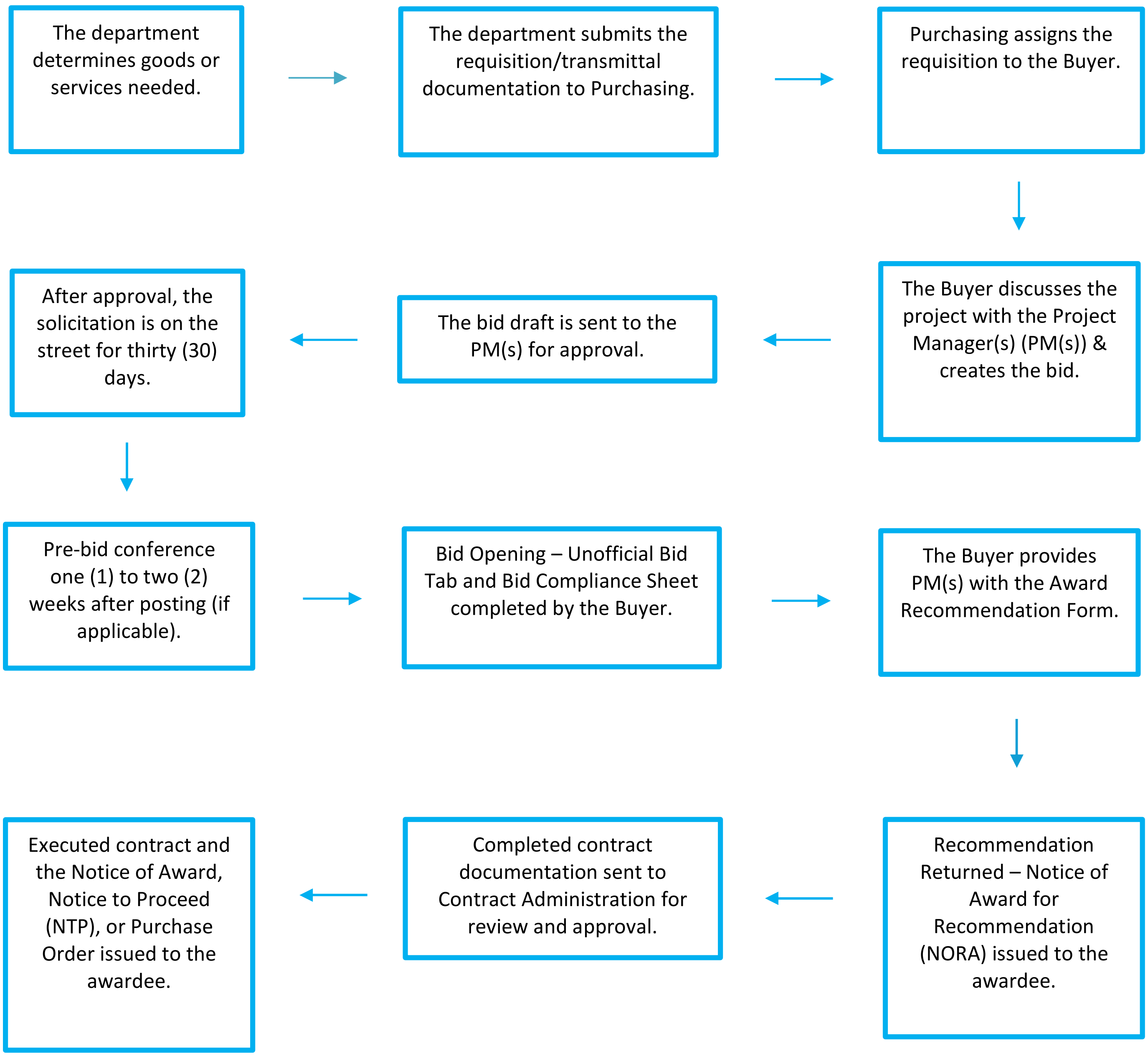

The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PM(s)) & creates the bid.
The bid draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for thirty (30) days.
Pre-bid conference one (1) to two (2) weeks after posting (if applicable).
Bid Opening – Unofficial Bid Tab and Bid Compliance Sheet completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Award for Recommendation (NORA) issued to the awardee.
Completed contract documentation sent to Contract Administration for review and approval.
Executed contract and the Notice of Award, Notice to Proceed (NTP), or Purchase Order issued to the awardee.

EXHIBIT B

DIVISION OF PURCHASES
INFORMAL ($25,000.01 - $100,000.00) INVITATION FOR INFORMAL BID (IFIB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list. An informal solicitation **does not** need to be formally advertised or publicly opened. The solicitation will be posted for two (2) weeks.

6. A pre-bid conference may occur one (1) week from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

7. The assigned Buyer opens bids, and the Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and are provided to the applicable PM(s).

8. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).

9. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents if a contract is warranted. The awardees are required to provide these documents in approximately ten (10) business days.

10. The contract and compliance documentation are routed to Contract Administration for review and signature. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

11. Upon the execution of the contract (if warranted), an executed copy of the said contract is provided to the Division of Purchases and the PM(s). The executed contract and the Notice of Award are issued to the awardee within one (1) to two (2) business days.

12. If a contract is not warranted, the assigned Buyer will generate a Purchase Order (the PO acts as the Notice of Award or Notice to Proceed).

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**

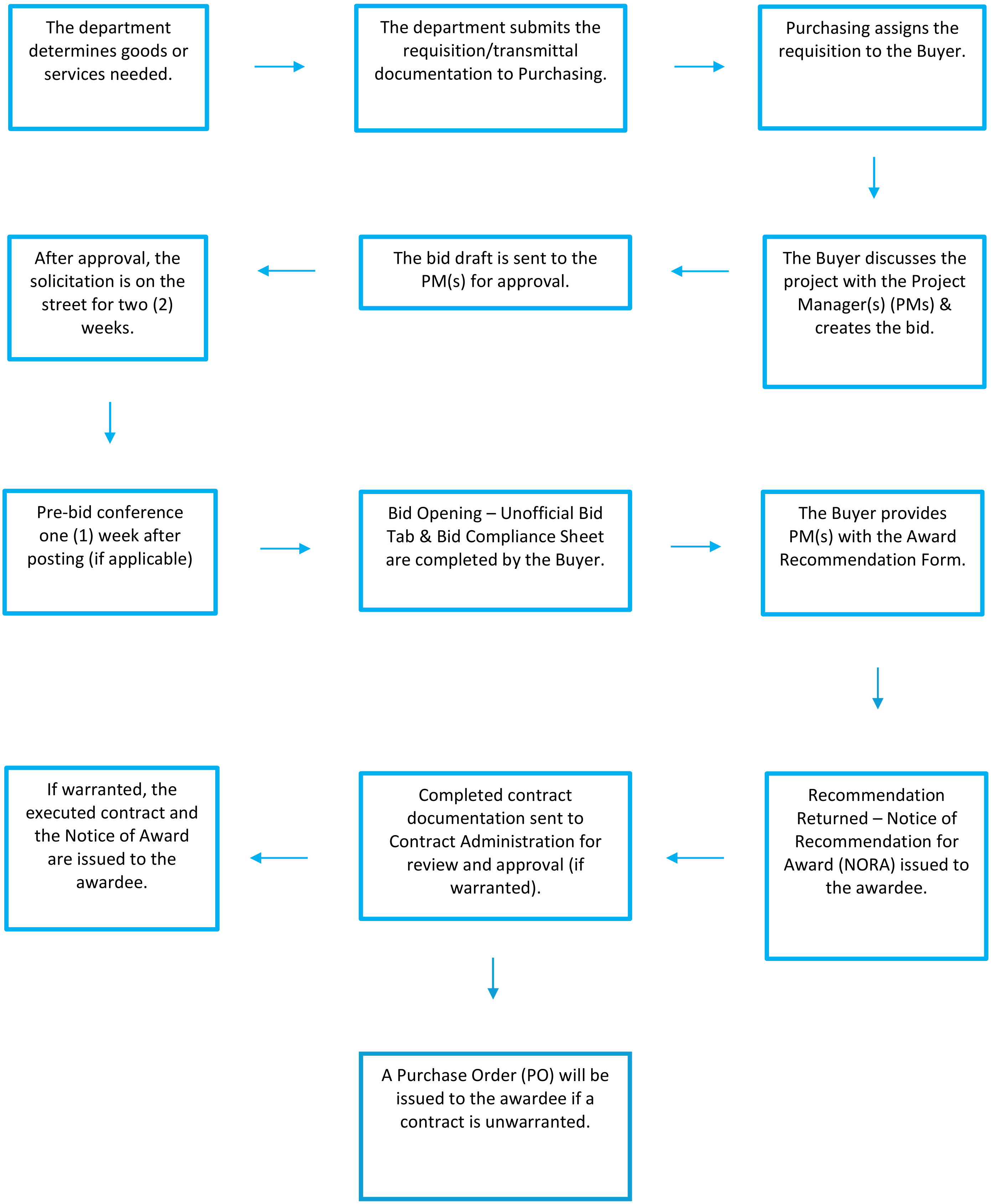

The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PMs) & creates the bid.
The bid draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for two (2) weeks.
Pre-bid conference one (1) week after posting (if applicable)
Bid Opening – Unofficial Bid Tab & Bid Compliance Sheet are completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Recommendation for Award (NORA) issued to the awardee.
Completed contract documentation sent to Contract Administration for review and approval (if warranted).
If warranted, the executed contract and the Notice of Award are issued to the awardee.
A Purchase Order (PO) will be issued to the awardee if a contract is unwarranted.

EXHIBIT C

DIVISION OF PURCHASES
FORMAL ($100,000.01 AND ABOVE) REQUEST FOR PROPOSAL (RFP) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also provide the scope of services, evaluation criteria, potential vendor list, and other required solicitation documents to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.

6. The solicitation will be publicly advertised in the media for thirty (30) days.

7. A pre-proposal conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

8. The solicitation opening is public. Only the names of the responding firms shall be read aloud.

9. The Unofficial Proposal Tabulation and the Proposal Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PMs.

10. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).

11. The City may enter into negotiations or proceed with a contract with the highest-ranking firm. If the City is unable to negotiate or otherwise fails to execute a contract, the City may enter negotiations with the second highest-ranking firm and so on until a contract is executed or a new solicitation is warranted.

12. The Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.

13. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

14. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

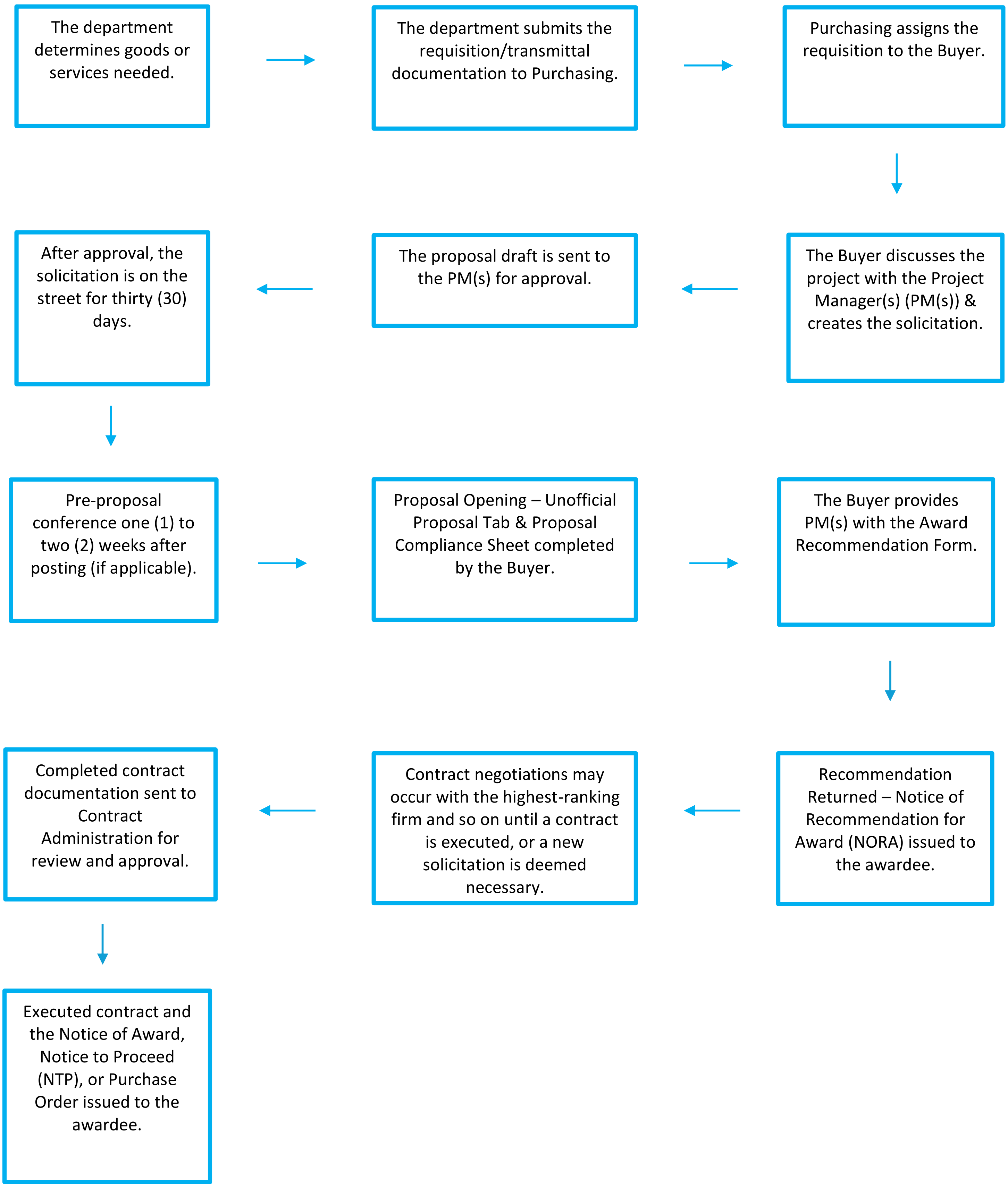
NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**

4. **As it pertains to an Informal Request for Proposal (IRFP), all the items listed above will apply except for the advertisement statement in item 6. A formal advertisement is not required.**


The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PM(s)) & creates the solicitation.
The proposal draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for thirty (30) days.
Pre-proposal conference one (1) to two (2) weeks after posting (if applicable).
Proposal Opening – Unofficial Proposal Tab & Proposal Compliance Sheet completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Recommendation for Award (NORA) issued to the awardee.
Contract negotiations may occur with the highest-ranking firm and so on until a contract is executed, or a new solicitation is deemed necessary.
Completed contract documentation sent to Contract Administration for review and approval.
Executed contract and the Notice of Award, Notice to Proceed (NTP), or Purchase Order issued to the awardee.

Appendix A – Definitions

Accept – To receive with approval or satisfaction (i.e., accept delivery of material at receiving).

Accounts Payable – A debt owed that arises during a business transaction (e.g., invoices, claims, and bills for materials received, but not yet paid).

Accounts Receivable – A claim against a debtor, usually arising from sales or services rendered.

Addenda – Plural form of addendum.

Addendum – Any written modification or revision to a bid document or contract document.

Agent – A person authorized by someone else, called the principal, in dealing with third parties.

All or none – A term used in bidding when a vendor qualifies the bid by stipulating that it will only accept an award for all items or a group of items in the bid.

Alternate bid – A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by the user (e.g., such a bid is only acceptable when the variance is deemed to be immaterial and either meets or exceeds the specifications as determined by the Project Manager).

Any quantity price – The price charged regardless of the purchase volume.

Appropriation – Legislative sanction to use public funds for a specific purpose. Money set apart for a specific use.

Architects, Engineers, & Land Surveyors (A&E) – per State of Missouri law, A&E providers must be prequalified prior to selection for proposals and contract award.

As is – Term describing goods offered without guarantee or warranty, in present condition, with all risk assumed by the purchaser without recourse to the vendor.

Asset – Any property purchased by the City.

Assignment – Transference of some property right or title to another party.

Auction – A public sale of property to the highest bidder (a practice used by many government agencies to dispose of surplus property).

Award – The presentation of a purchase agreement or contract to a bidder; the acceptance of a bid or proposal.

Backorder – The undelivered part of an order, which the vendor agrees to ship later.

Batch – Quantity of materials or parts made in one operation or lot.

Bid – A competitive price offer made by an intended seller, usually in reply to an Invitation for Bid. A price offer made at a public auction.

Bid bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a specific bidder fails to sign the contract as bid. See bid deposit.

Bid deposit – A sum of money or check, deposited with and at the request of the government to guarantee that the bidder (depositor) will, if selected, sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in its entirety.

Bidder – A vendor that responds to an Invitation for Bid or Request for Quote (RFQ).

Bid opening – The formal process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the Invitation for Bid. The amount of each bid is recorded, and bids are made available for public inspection.

Blanket order – Used to purchase repetitive or routine products. Generally, includes specific prices, terms, conditions, and the period covered. Does not necessarily specify a quantity.

Budget – A forecast of receipts and planned allocations of expenses for a given period.

Buyer – An assistant to the Purchasing Agent or officer. The buyer is generally responsible for bidding or negotiations with the vendors, while the Purchasing Agent or officer gives full approval.

Certified – In reference to DBEs, MBEs, WBEs, or any other federal or state recognized group that is certified by either the State of Missouri or the United States of America.

Certified check – A check whose value is guaranteed by the bank on which the check is drawn.

Change order – Purchaser's written modification, addition, or deletion to a purchase order.

Check – A bill of exchange or draft drawn on a bank and payable on demand.

Claim – The aggregate of the operative facts that serve as a basis for a demand for payment, reimbursement, or compensation for injury or damage under law or contract, the assertion of such a demand.

Collateral – Security placed with a creditor to assure the performance of an obligation.

Commodity – An article of trade; something that is bought or sold; any moveable or tangible item that is produced or used as the subject of barter or sale.

Competitive bidding – The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified supplies, materials, or services.

Confirming order – A purchase order restating the same terms originally stipulated either orally, in writing, or by email so as not to create a duplicate order.

Construction – Includes construction, reconstruction, improvement, enlargement, alternation, initial painting and decorating, or major repair.

Contract – (1) A contract is a legal obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. (2) A legally binding promise, enforceable by law. (3) An agreement between two parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

Contract date – The date on which all parties accept a contract - (or a date assigned to a contract).

Covenant – A promise in writing under seal often used as a substitute for the word contract.

Disadvantaged Business Enterprise (DBE) – A for-profit small business concern that is at least fifty-one percent owned by one or more individuals who are both socially and economically disadvantaged or in the case of a corporation, in which fifty-one percent of the stock is owned by one or more such individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. (Definition taken from Admin. Memo 55).

Damages – Compensation for injury to goods, persons, or property that is the fault of someone else.

Delivery terms – Conditions in a contract relating to freight charges, place of delivery, time of delivery, and method of transportation.

Discount – Vendor's deduction from the selling price, usually upon some cost-reducing condition such as prompt payment.

Dual award – The award of separate contracts to two bidders for the same commodities, where the award to a single vendor may not be advantageous to the City.

Emergency purchase – Notwithstanding any other provision of this Policy, the Purchasing Agent may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety, provided that such emergency 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 contractor shall be included in the emergency electronic file.

Encumbrance – A term used to describe the commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Escalation clause – A contractual clause, which allows the seller to increase the price of supplies, materials, or services, based upon predetermined conditions.

Escrow clause – An agreement under which a grantor places a sum of money or the instrument upon which he is bound with a third person, called escrow holder, until the performance of a condition or the happening of an event stated in the agreement permits the escrow holder to make delivery of the money or instrument to the grantee.

Evaluation of bids – The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid. Selection will be based on the lowest and best bid and any other evaluation criteria stated in the solicitation.

Firm bid – A definite price proposal as differentiated from an "estimated" bid. Binds the bidder until a stipulated time of expiration.

Fixed-price contract – A contract that provides a firm price. The contractor bears full responsibility for profit or loss.

FOB – A shipping term (Free on Board) used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges and the point at which title passes from the seller to the buyer. Commonly used terms are:

FOB SP (Shipping Point) – The buyer pays the freight and takes title to goods when they are placed on the carrier for delivery.

FOB SP/PP/ADD (Shipping Point, Pre-Pay, and Add to Invoice) – Freight is paid by the seller but will be added to the invoice to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB SP/PP/ALLOW – Freight is paid for by the seller and will not be charged to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB (Free on Board) Destination – The seller pays the freight, and the buyer takes title when goods are delivered and accepted. The City's preferred method.

FOB Destination PP and ADD – Freight is paid by the seller and will be added to the invoice. The buyer takes title upon delivery and acceptance.

Forfeiture (of deposit or bond) – A loss by omission, negligence, or misconduct for the performing of or a failure to perform a particular act (e.g., not accepting a contract when an award is made; breach of contract). See Bid Bond, Bid Deposit.

Formal advertising – The placement of a notice in a newspaper or other media, according to legal requirements, to inform the public that the government is soliciting bids on specific purchases it intends to make. See Legal Notice.

Formal Bid – A bid that must be submitted in conformance with a prescribed format to be open in public at a specified date and time.

Gratuity – Something given voluntarily or beyond obligation, usually in return for or in anticipation of something, e.g., a payment, loan, subscription, an advance deposit of money, services, or anything of more than the nominal value.

Informal Bid/Proposal - A competitive bid, price quotation, or proposal for supplies or services that is conveyed by email and does not require a formal sealed bid or proposal, public opening, or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Invitation for Bid (IFB) – A written request to prospective suppliers requesting price quotations and other criteria to be met. The term includes all documents that are attached or incorporated.

Invitation for Informal Bid (IFIB) – A request for price quotations for supplies, materials, or services that do not require a sealed bid, public opening, or reading of bids.

Invoice – An invoice is the vendor's statement of its charges against the City for items provided. Invoices are normally based on information from Purchase Orders and must contain substantially the same information. Invoices should be mailed to the Accounting Division. In some cases, however, the invoices may be delivered with the items at the receiving point. In such cases, the using department must attach the invoice to the receiving report along with the completed accounts payable transaction form and forward all documents to the Accounting Division.

Payment of invoices will be managed by the Accounting Division. Invoices will be set up for payment approximately thirty days from the date of the invoice. Invoices will be paid earlier to take advantage of discounts if offered or in unusual circumstances.

Lead time – The reasonable amount of time, after the date ordered, that it would take the supplier to prepare the goods for delivery.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease Purchase Agreement – An acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

Legal notice – The notice required by law. Legal notice for some purchases may be the posting of an announcement of the purchase in a public place, the notification to the appropriate bidders from the bidders list, a formal advertisement in a newspaper, or advertised on other approved mediums such as an e-bidding website, etc. or a combination of thereof.

Life Cycle Cost (LCC) – The total cost of ownership over the life span of the asset. A procurement technique that considers operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.

Line item – A purchasing item specified in the invitation for bids and which, under the terms of the invitation, may be subject to a separate contract award. Identified separate items on a purchase order.

Liquidated Damages – Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied daily for as long as the breach is in effect. May not be imposed as an arbitrary penalty.

Lowest Most Responsive and Responsible Bidder – The bidder who is awarded a contract because the bid in unit price, the total cost of operation, or value per dollar is lower than any of the bidders; whose bid meets the minimum requirements of an IFB; and whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate authority to be capable of satisfying the government's needs for the specific contract. Virtually the same as "lowest and best bid", "lowest responsive and responsible bidder" and "most advantageous bid, price and other factors considered".

M/WBE – A for-profit business that is at least fifty-one percent owned by a member of a racial minority group and/or a woman who holds the highest position in the company and is capable of exercising direct control over the daily, as well as a long-term decision regarding the management, policies, and operations of the business. Per the M/WBE eligibility requirements of the State of Missouri, the member of a racial minority group and/or woman owner must be a United States citizen or lawfully admitted permanent resident of the United States. A racial minority group means African Americans, Native Americans, Hispanics, Asian Americans, Pacific Islanders, and other similar racial minority groups. **(Definition taken from Admin. Memo 55).**

Maintenance/Warranty Bond – A surety guarantee which protects the purchaser against defects or inferior materials or workmanship for a specified period following the expiration of the initial warranty or guarantee period. An extended warranty is guaranteed by a surety.

Maintenance and repair – Maintenance or repair, but not the replacement, of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased (routine maintenance, not a major repair). This is not a public improvement.

Mechanic's Lien – A lien in favor of those who have performed work or furnished materials for the construction of a building; is attached to the land as well as to the building to secure payment (Artisan's Lien).

Misrepresentation – A manifestation by words or other conduct that, under the circumstances amounts to an assertion not in accordance with facts.

Negotiate - To communicate or confer with another party to reach an agreement or compromise to settle some matter.

Negotiation - Conferring, discussing, or bargaining to reach an agreement in business transactions. A bargaining process between two or more parties, each with its own agenda and objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. A process of planning, reviewing, and analyzing used by a buyer and a seller to reach acceptable agreements or compromises. The Invitation for Bid does not allow for negotiation unless there is a single bid received or other conditions that enable negotiation as determined by the Purchasing Agent.

Net price – Price after all discounts, rebates, and allowances have been deducted.

No bid – A response to an invitation to Bid stating that the bidder does not want to submit an offer. It mutually operates as a procedure consideration to prevent the suspension from the bidders list for failure to submit bids.

Non-Conformance – The failure of material or services to meet specified requirements for any characteristic or requirement.

Non-responsive bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid. See non-conformance.

Partial payment – The payment authorized in a contract upon delivery of one or more complete units called for in the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment Bond – A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. A type of surety bond is issued to contractors which guarantees that all entities involved with the project will be paid. A payment surety bond is a legal contract, a type of bond, that guarantees certain employees, subcontractors, and suppliers are protected against non-payment. Other common names are "construction", and "labor and material".

Per Diem – By the day.

Performance Bond – An instrument executed, after award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements.

Point of origin – The location at which a shipment is received by a transportation line from the shipper.

Pre-bid conference/ Pre-proposal conference – Meeting held with prospective bidders/ respondents before solicitation of bids or proposals, to discuss aspects of the solicitation, technical aspects, specifications, and standards relative to the subject and elicit expertise and bidders'/ respondents' interest in pursuing the project.

Prepaid – Term denoting that transportation charges have been or are to be paid at the point of shipment.

Prevailing Wage - The rate of wages, including fringe benefits, paid to a majority of the workers in a geographic area for the same type of work on similar projects. Required in the State of Missouri for construction projects over seventy-five thousand dollars ($75,000.00).

Progressive payments – Payments made in advance of full delivery, as specified percentages of the total purchase are delivered, or certain stages or work performance are achieved.

Proposal – An offer made in response to a Request for Proposal.

Public improvement – Construction of new public facilities, roadways, bridges, or newly constructed appurtenances for public use or benefit, paid or wholly or in part out of public funds.

Public works – All fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. Also includes any work done directly by any public utility company when performed by it pursuant to the order of the Public Service Commission or other public authority whether it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility.

Purchase – To procure property or services for a price, including obtaining by barter.

Purchase order – A purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction, i.e., a description of the requested items, delivery schedule, terms of payment, and transportation.

Purchasing System- A software or framework that automates and streamlines the procurement process for an organization.

Quantity – Total amount or number.

Quantity discount – Reduction in the unit price offered for large contracts.

Receiving of goods – The unloading of goods, checking quantity and quality, and taking them into stores.

"Registered non-certified" – Entities meeting the definition of DBEs, MBEs, or WBEs entities above which are not certified by either the State of Missouri or the United States of America, but which are registered with the City of Springfield. **(Definition taken from Admin. Memo 55).**

Reorder point – The established point at which orders are placed to replenish the stock of goods.

Request for Information (RFI) – A solicitation method used to receive information regarding a commodity or service to develop an Invitation to Bid or Request for Proposal.

Request for Proposal (RFP) – A solicitation method used when it is expected that negotiations with one or more respondents may be required. Other factors will be considered in the selection of the contractor in addition to the price.

Request for Qualifications (RFQu) – A solicitation method used to prequalify firms or vendors for specific types of work. Does not include pricing. Used when prequalifying architects, engineers, and land surveyors (A&E) or other professional services where prequalification is required before obtaining bids or proposals.

Requisition – An internal document by which a department encumbers funds and requests the Division of Purchases to initiate the purchasing process. Must include details of needed supplies, materials, or services.

Requisition system – An electronic data entry system for entering requisitions, change order requests, and fund transfer requests. The system transmits them through the necessary approval process to their destination.

Respondent – A person or firm that responds to a Request for Proposal, Request for Qualifications, or Request for Information.

Responsible bidder – A bidder whose past performance, business, and financial capabilities are such that he would be judged by the appropriate authority to be capable of satisfying the government's needs for a specific contract.

Responsive bidder – A bidder whose bid does not vary from the specifications and terms set out by the government in the invitation for bids.

Scrap – Material that is damaged, defective, or deteriorated to the extent that it has no value except for its basic material content.

Sealed bid/proposal – A bid submitted in a sealed envelope or another sealed mechanism to prevent dissemination of its contents before the deadline for the submission of all bids from an Invitation to Bid; usually required by the purchasing authority on solicitations to ensure fair competition among bidders. Sealed proposals are received in response to a Request for Proposal.

Single Source Purchasing - A Purchasing decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source Purchasing – Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications or the ability to deliver at a particular time; a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

Specification – A description of the physical or functional characteristics, or the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied. A specification may be a standard, a part of a standard, or independent of a standard.

Spot purchase – A one-time purchase made in the open market out of necessity or to take advantage of a bargain situation.

Standard – A characteristic or set of characteristics for an item that, for reasons of quality level, compatibility with other products, etc., is generally accepted by the manufacturers and users of that item as a required characteristic for all items of that sort.

Stock – A supply of material maintained on hand at storage points in an inventory system to meet anticipated demands.

Stores – Space for the safekeeping of goods.

Subject to prior sale – A clause frequently inserted in quotations for spot goods and, in this case, that a would-be buyer might purchase the goods provided that they have not been sold elsewhere in the meantime.

Supply – Furnishing or providing supplies, materials, or services that are needed to sustain an organization.

Surplus property – Property over the needs of an organization and not required for its foreseeable need. Items may be new or used but should possess some value. This does not include real property.

Terms and Conditions (T's and C's) – Standard boiler plate language that includes standard clauses and rules that apply to bids and offers formally solicited that may become incorporated in the final contract.

Unit price – The price of a selected unit of good or service (e.g., pound, ton, labor hours, foot, etc.).

Unsuccessful bidder – A vendor whose bid is not accepted for reasons of price, quality, failure to comply with specifications, etc.

Value – Includes, but is not limited to, price, performance, and quality.

Vendor – A supplier/seller of goods and services.

(IF REQUESTING QUOTES FOR SERVICES ON CITY PROPERTY, PLEASE CONTACT CONTRACT ADMINISTRATION PRIOR TO REQUESTING QUOTES FOR ADDITIONAL CONTRACT REQUIREMENTS)

CITY OF SPRINGFIELD, MISSOURI

REQUEST FOR QUOTE (RFQ)

Date Requested: ________________________

Project Manager/Department Contact: _______________________________

Email: ____

Telephone: ____

Department: ____

Delivery Address: ____

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THIS IS NOT AN ORDER

- A formal quote shall be emailed to the Project Manager/Department Contact listed above.

SPECIFICATIONS (Include the following specifications of item(s) or services requested, quantity needed, and item number if available):

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Project Manager/Department Contact Signature

Revised: BC: 04/22/2025
Reviewed by Law:

QUOTE RECAP

MUST BE SUBMITTED WITH THE FORMAL WRITTEN QUOTES

REQUESTOR MUST COMPLETE ! ! !

Date Recorded	Recorded By	Telephone Ext

Page ____ of ______

REQUESTOR MUST COMPLETE ! ! !

DEPT. REQN NO.	FINANCE REQN	PO NUMBER

BIDDER 1	BIDDER 2	BIDDER 3
NAME:	NAME:	NAME:
CONTACT:	CONTACT:	CONTACT:
PHONE NO.:	PHONE NO.:	PHONE NO.:
FAX NO.:	FAX NO.:	FAX NO.:
ADDRESS:	ADDRESS:	ADDRESS:
FOB: Dest:___ Origin:___ Frt Added__	FOB: Dest:___ Origin:___ Frt Added__	FOB: Dest:___ Origin:___ Frt Added__
Delivery:	Delivery:	Delivery:
Pay Terms:	Pay Terms:	Pay Terms:
QUOTE #	QUOTE #	QUOTE#
NOTES	NOTES	NOTES

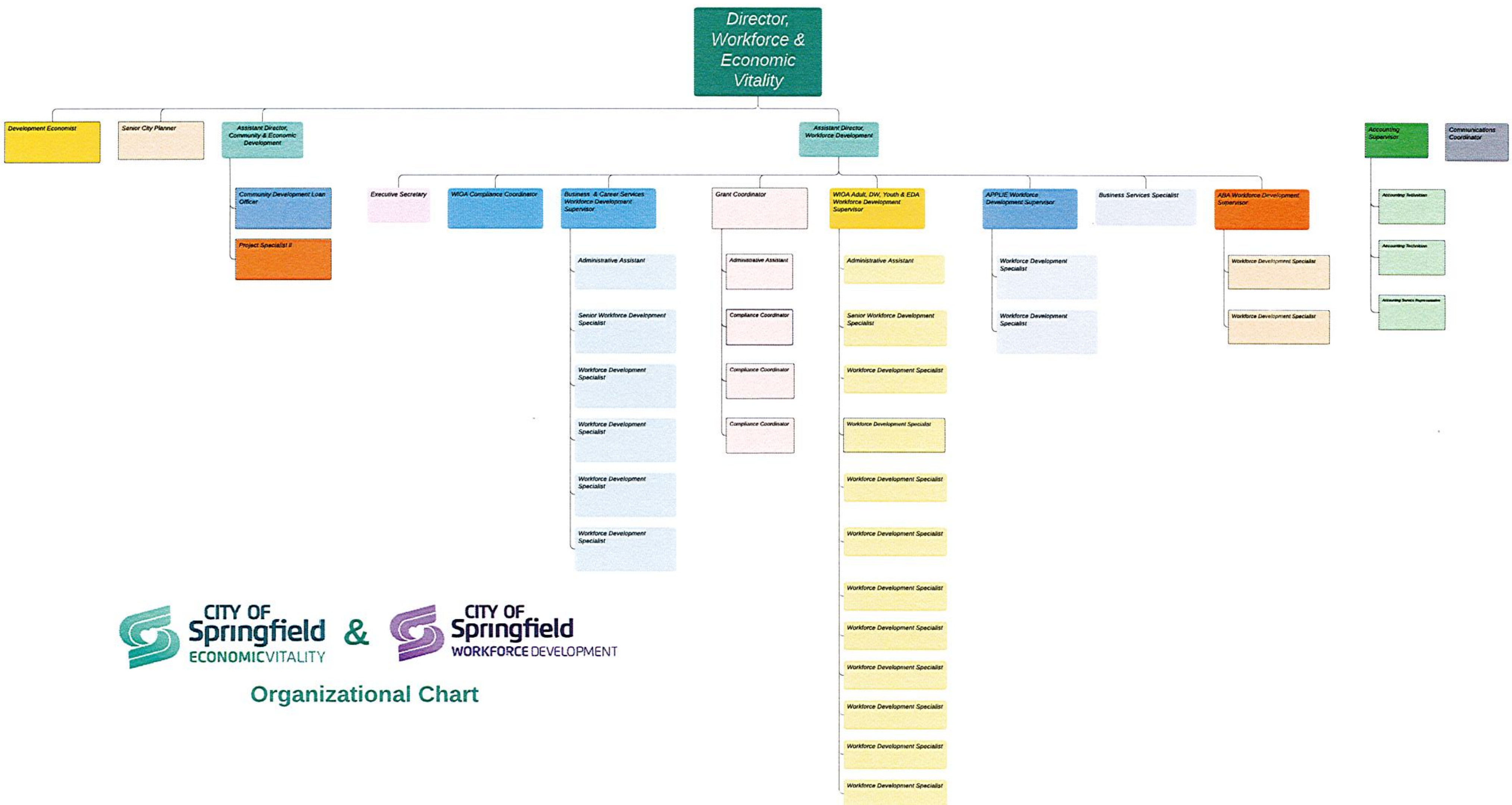
ITEM	DESCRIPTION	QTY	BIDDER 1		BIDDER 2		BIDDER 3	
1		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
2		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
3		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
4		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
5		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
6		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
7		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
8		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00

RECOMMENDED VENDOR:		Bidder 1	Bidder 2	Bidder 3
	Item			
	Total:	0.00	0.00	0.00
	Freight:			
.	Total:	0.00	0.00	0.00

Ozark Region

COST ALLOCATION PLAN

Effective Date: June 4, 2025
Reviewed & Approved: June 4, 2025



CITY OF Springfield ECONOMIC VITALITY & CITY OF Springfield WORKFORCE DEVELOPMENT

Organizational Chart

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Introduction

A cost allocation plan is a document that identifies, accumulates, and distributes allowable direct and indirect costs under grants and contracts, and establishes the allocation methods used for distributing costs. A plan for allocating joint/shared costs is required to support the distribution of those costs to the grant program. Formal accounting records to substantiate the propriety of the eventual charges must support all costs included in the plan.

This Cost Allocation Plan has been prepared for the Ozark Region, Missouri Job Centers. The importance of this plan is to document locally the agreed upon approach/methods to establishing the applicable parameters, definitions, calculations and allocation basis required to operate the Missouri Job Centers located in Springfield, Community Partnership of the Ozarks (CPO) Satellite and Branson offices and ensure that each partner bears its fair share of those costs.

Categories of Costs

There are four basic categories of costs that need to be allocated among local partner agencies as a result of services delivered from the Ozark Region, Missouri Job Centers (Springfield, CPO and Branson) as follows:

- **Space within the Ozark Region, Missouri Job Centers and Satellites.** Rent is governed by a Memorandum of Understanding which has been negotiated and signed by each participating partner. Separate infrastructure budgets are maintained specific to the Springfield, CPO and Branson locations. Rental payments are to be allocated monthly to all partners. Invoices including rent and operating costs will be generated by the City monthly and sent accordingly to the participating partner agencies for payment processing.

- **General operation of the Ozark Region, Missouri Job Centers.**
    - Infrastructure Facility Costs are common to the Centers (Springfield, CPO Satellite and Branson) and as such are applicable to all occupants that have a direct square footage rental relationship. These costs may include but are not limited to rent, maintenance and repair (including tools & equipment), custodial services, alarm

services, janitorial supplies, and utilities (including electricity, gas, water and sewer, and trash costs).

- Infrastructure Communication Costs are common to the Centers (Springfield, CPO Satellite and Branson) and as such are applicable to all occupants that require communication support. These costs may include but are not limited to telephone, internet, related communication hardware and software, intercom service, onsite information system support, and other information technology costs as needed.
- Center Shared Equipment & Supply Costs are common to the Centers (Springfield, CPO Satellite and Branson) and as such are applicable to all occupants that choose to share in commonly used office costs. These costs include but are not limited to copier equipment and maintenance, paper, toner, long distance charges, and stock consumable office supplies for shared use by staff and customers.

- **Staff for general customer activities provided by the Centers.** While staff costs are usually charged directly to specific programs, there may be situations where it is advantageous to treat staff activities for general operation of Job Centers as a common cost. The degree to which staff costs could be treated as common to the specific Job Center would depend on the types of services provided in the respective Center, co-located partners and agreement between the partners. Examples of staffing costs for general operations include but are not limited to City staff from outside departments used for repairs and other infrastructure related services as needed

- **Other costs associated with providing general job seeker and employer services offered by the Job Centers.** As with staff costs, while other costs of providing services are usually charged directly to specific programs, there might be situations where it is advantageous to treat such services as a common cost for a respective Center. Examples of job seeker services might include computer labs, child care, transportation, resume preparation, and customer workshops. Examples of employer services might include employer relations activities and Job Center marketing.

Space and general/common operating costs are typically the major costs that need to be allocated among partner agencies. Staff and services are typically paid directly by specific programs, but there could be situations where the Job Center partners would want to pool these costs or otherwise treat the costs as a collective responsibility and expect partner agencies or programs to pay for a share of the costs. Staffing costs are currently allocated by space utilized per employer of record; however, on a quarterly basis a study of clients served per Team (Youth Skills, Career Services) will be performed and compared to the current allocation percentage. If necessary, an adjustment will be made to ensure costs are being allocated accurately per program. If fees are charged for services, it may be appropriate to treat services as common to the center to provide a source of revenue for the center.

Job Centers (Springfield, CPO, and Branson) typically include partner agencies and/or their subcontractors who are involved in providing employment and training services to job seekers and employers. Job Centers may also house the offices of related state or local agencies, local training partners, or local staffing partners.

The distinction between being a partner service provider versus a tenant in the Center is important for allocation of space costs and common or general operating expenses. Depending on the situation, it may be appropriate to exclude some staff of service provider agencies from the count of partner service provider staff in order to arrive at an equitable allocation of costs. Alternatively, it may be easier to count all staff as partner service providers to keep the cost allocation simple.

For purposes of discussing cost allocation and cost pooling we must further expand our understanding of the cost categories as either direct costs, joint costs, or indirect costs as follows:

Direct Costs:

Costs charged directly to final cost objectives that do not require any further allocation or breakdown are assignable direct costs.

Joint or Shared Costs:

Costs that cannot be readily assigned to a final cost objective, but which are directly charged to an intermediate cost objective or cost pool and subsequently allocated to final cost objectives are joint costs. These costs are incurred for a common or joint purpose benefiting more than one funding stream.

Indirect Costs:

Indirect costs are those: a) incurred for a common or joint purpose benefiting more than one cost objective, and b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the result achieved. These costs include the costs of supplying goods, services, and facilities that benefit more than one program or department. Some method of allocation must be used to distribute the indirect costs to various direct activities that were benefited.

Categories of Allocation Basis

Office Space:

There are two basic categories of space used within the Ozark Region Job Centers:

- **Dedicated space** (actually occupied) for specific agency/program use. This includes partner and tenant agencies. Dedicated space is easily attributable to specific agencies or programs based on their exclusive or primary use of space. Program funding requirements might require that certain spaces be dedicated primarily to specific programs in order for those programs to fund those areas.

- **Common space** for use by all partners and tenant agencies. Examples of common space could include restrooms, hallways, and employee break rooms, general meeting rooms, storage areas and other space used by all occupants of the building. Depending on the situation, general reception and waiting areas might be treated as common space. Common space could also include resource areas used by customers, employer interview rooms, child care centers, computer and learning labs.

Dedicated Program Hours:

Staff wages and fringe dedicated to specific programs will be used to ratio and allocate costs that benefit multiple programs. This method is used when the costs shared are not proportionate to the space utilized by the different partners or programs.

Cost Allocation Procedures

All partners of the Job Center should reach consensus on how to categorize the specific space areas. Some areas in the Job Center require special treatment for cost allocation purposes. A basic principle among Job Center partner agencies and tenants is that they should compensate for their dedicated space and fair share of the common space in the center.

All partner/tenants should compensate directly for their **dedicated space**. This includes space for dedicated staff and other space used exclusively or primarily by a specific agency or program. Space costs are computed based on square footage. Certain partners may perform specific functions not necessarily related to their specific program, however, space will still be charged back to their program of record due to the funding streams not being integrated by DHEWD.

All partner/tenants should compensate directly a fair share of the **common space**. Since all partners and tenants use the common space, all should share in the costs. The costs are allocated based on the respective share of the total dedicated space of the program of record.

Job Center partners will continue to be charged for allocated space even if their employee position becomes vacant. They will be charged until that employee position is refilled and continue afterwards. It is the responsibility of partners to notify the City of Springfield, Department of Workforce Development Director and Fiscal Agent in writing, if that employee position is not being refilled and the space is no longer needed. At that time, the office becomes common space until another partner agency decides to occupy it.

General Job Center operating costs can often be treated in a similar manner as space costs, although there may be certain costs or situations where it is appropriate to use different methods for general operating costs such as number of customers served and staffing levels of specific teams. All general Job Centers (Springfield, CPO and Branson) operating costs will be allocated based on the total allocated square footage which combines both dedicated and common space. At the end of each quarter an analysis will be conducted to measure if the space allocation method is working in a fair and equitable method by comparing numbers of customers served and staffing levels and making any adjustments at that time. Exceptions will include telephone and postage related costs for Trade. **Telephone costs** will be allocated on the basis of square footage for the Springfield and CPO Job Centers. See below for the telephone allocation for the Branson Job Center.

Measuring Benefit is a critical requirement and central task to be performed in allocating costs. Costs are allocable to a specific cost objective on benefits received by that cost objective. Direct costs are measured in terms of expense amounts that are approved on procurement documentation, and this documented expense is viewed as the actual benefit. We will direct charge cost objectives when expenses are clearly identified as specific to that cost objective. When the direct measurement of benefit cannot be done efficiently and effectively, then it is appropriate to treat that expense as a joint cost and charge those expenses to the cost pool for later distribution. The square footage allocation method is applied to the joint costs as they are viewed as a benefit of the leased space. The allocation base is the mechanism then used to allocate the joint/shared costs to final cost objectives. Care should be taken to ensure that the basis chosen does not distort the results, which is why reviews will be conducted. To the extent that general staff and service costs are treated as common costs it is important for programs making contributions to cover the costs and be able to show how the programs benefited due to the allocation of the expenditure.

Costs must be allocable, allowable and reasonable. For a cost to be **allocable** to a particular cost objective, it must be treated consistently with other costs incurred for the same purpose in like circumstances. Any cost allocable to a specific grant or other cost objective under applicable guidelines may not be shifted to other grants to overcome funding deficiencies, to avoid restrictions imposed by law or grant agreements, or for other reasons. To be **allowable**, a cost must be necessary and reasonable for the proper and efficient operation of the program. For a cost to be **reasonable** under an award, it will not exceed that which would be incurred by a prudent person under the same circumstances. It should be recognized as ordinary and necessary for the operation of the organization and the performance of the award.

Cost Pools

Cost pooling is the process of accumulating similar allocable costs into pools pending allocation to benefiting programs resulting in simplifying the allocation process. The following identifies the cost pools to be utilized within the Ozark Region, Cost Allocation Plan:

Partner Shared Cost Pools

The Partner Shared Cost Pools for Springfield, CPO, and Branson are utilized to allocate common, joint/shared costs that are to be allocated to other cost pools based on the location usage. These pooled costs are allocated to the **Facility Costs**, **Communication Costs**, **Job Center Costs**, and **Center Shared Equip & Supplies Cost Pools.**

Facility Cost Pool

The **Facility Cost Pool** will include allocation of rent, custodial services, and facility maintenance costs. Facility maintenance costs such as janitorial supplies and services, utilities, and sanitation type costs will flow through this pool. The identification of these costs is intended for example purposes and is not all inclusive or limited to those listed. Partner agency shared costs captured in the pool will be summarized monthly and allocated based on **square footage for each respective Center location**. Costs allocated to partner agencies will be invoiced monthly and sent directly to the respective partner agency designated contact. Invoices shall be generated for each location and noted as due upon receipt payment terms and be recorded on City books as an outstanding accounts receivable pending partner agency payment. Note: DHEWD will submit a spreadsheet each month which will record their expenses for Branson, CPO, and Springfield offices. We will add our expenses to that and submit to DHEWD through the Financial Reporting System. That information will be documented with a Partner spreadsheet and kept on file for monitoring review. If DHEWD owes the Ozark Job Centers a reimbursement, cash will be drawn down from the DHEWD cash draw system after the reporting month has been closed. If the Ozark Job Center owes DHEWD cash, it is the responsibility of the Job Center to submit payment to DHEWD by the 30th of the reporting month.

Communications Cost Pool

The **Communications Cost Pool** is used to accommodate partner costs for telephone, internet, related communication hardware and software, intercom service, onsite information system support supplies, and other information technology costs as needed.

Job Center Cost Pool

The **Job Center Cost Pool** consist primarily of staff wage and fringe and/or any costs for related onsite information technology support. The pooled job center costs are currently shared between participating partners at each of the center locations (Springfield, CPO, and Branson). The base for allocating these pooled costs is direct time charged at each location and then the square footage of participating partners for the Springfield, CPO, and Branson locations.

Center Shared Equip & Supplies Cost Pool

Center Shared Equip & Supplies Cost Pool is used to accommodate partner costs for office supplies, marketing costs, long distance telephone charges, insurance, membership dues, postage costs, printing costs, publications, and equipment rental (copier) costs and maintenance and repairs on like office equipment. The identification of these costs is intended for example purposes and is not necessarily all inclusive or limited to those that are named herein. Partner agency shared costs captured in the pool will be summarized monthly and allocated based on **square footage for each respective Center location**.

Allocating Copier Costs
Copier costs may include any rental, maintenance and repairs, toner and paper supplies specific to any copier located within the Center. Because not all copiers in the center have a user code feature that would enable management to track actual usage, copier costs will be allocated consistent with all other operating budget costs based on square footage ratios. Costs will be direct charged to the Center Shared Equip & Supplies Cost Pool for allocation purposes and then allocated in accordance with the methodology described above relevant to this pool. Costs will be charged in accordance with the classification of type of cost including but not limited to the following expenditure line items; rental of equipment, maintenance and repairs of equipment and office supplies. Each month, DHEWD provides the City of Springfield, Finance Department their annual copier lease and maintenance costs for the Springfield and Branson Centers. Each month DHEWD is given a credit on their invoice for actual copier costs.

Postage and mail handling procedures should be followed by all staff and discussed in accordance with the noted policy. Staff must batch and label all outgoing mail by program type daily for the City of Springfield, Print Shop to calculate and record the appropriate postage costs on the monthly log for the Springfield and CPO locations. These charges will be direct charged by general ledger journal entry against program funds as postage line item expenditures and would not appear as part of the monthly operating expense allocated costs as invoiced. DHEWD's account will be credited for these total direct charges for offset against their monthly invoiced operating costs.

Postage Policy for Branson Job Center
Outgoing mail from the Branson office will be batched in groups by the program that is initiating the mailing. The person handling the outgoing mail will then keep a log of costs associated with each program for bill back purposes. At the end of each month the postage log will be sent to the Workforce Development - Finance Department at the Springfield Job Center for processing and billing to each program. The log will be summarized at the end of each month with charges expensed to the appropriate program and/or partner agency based on actual usage.

DHEWD's account will be credited for these total direct charges for offset against their monthly invoiced operating costs. The Branson Receptionist or her designee will be responsible for submitting a copy of the monthly log through email to the attention of the Accounting Supervisor and Accounting Services Representative by the first or second working day of each new month.

Long Distance Telephone Costs will be captured based on the dedicated telephone numbers assigned to each program. Monthly the DHEWD designated staff supervisor shall download the Branson Office telephone bill from within the State of Missouri's automated system and forward the bill to the Springfield Finance Office. Receipt of the monthly billing will create entries into the accounting system that will direct charge long distance charges and share the overall telephone system infrastructure costs among the participating programs and partner agencies as part of their monthly operating expense costs and invoices. This will be an override of the allocation system for this line only.

Global Cost Pool

Global Cost Pool is utilized to accommodate shared costs within the WIOA system to manage costs exclusive to the programmatic operations carried out by any City department, including the One-Stop Operator functions. Global Pool Costs are allocated based on each program participation level in the activity and the outcome of that activity. Calculated percentages are then utilized as the base for allocating costs to the appropriate programs participating in those activities.

On occasion WIOA program initiatives may align with other programs and the direct benefit received by each program will the basis for determining the allocation percentages to each participating program.

Administrative Cost Pool

Many indirect costs are provided by the City using local funding sources. Currently these services include, but are not limited to human resources, information support services, and management and oversight through the City Manager's Office and City Council. Currently indirect costs charged to the administrative cost pool include the following items; outside services for administrative support to the board (attorney and consultant fees), board travel, board meeting supplies, board training, Finance Department staff, and the support costs for the designated Finance Department staff.

Administrative funds effective, July 1, 2008, are pooled for further allocation back to programs or specific grants. After advisement from DHEWD and their monitors the Ozark Region is discontinuing the use of and approval of a Negotiated Indirect Cost Rate Administration costs are held in a pool and allocated to WIOA Youth, Adult, & DWP. Beginning in October 2021, the WIOA allocations will also consider the ratio of dedicated hours in the programs to allow for a more balanced allocation throughout the year. Regular review will be conducted for the annual indirect costs allocated to each program to insure the allowable cost rates are not exceed, and adjustment will be made between the allocations as needed.

WIOA Program Cost Pool

DHEWD and the City negotiated a cost sharing plan for both the Springfield and the Branson Job Centers. At this same time staff costs that were formerly attached to a specific funding source were pooled using the existing WIOA Pool. The basis has changed to include the ratio of dedicated hours. With a large portion of staffing cost being included in the WIOA pool, it has become a major influence on the expenditures of the City.

The WIOA Program Cost Pool shall be utilized to pool costs that are specific and exclusive to each WIOA Program (Adult, Youth and Dislocated Worker Programs) only. Costs will primarily consist of staff wages and fringe, travel, auto allowance and/or other program costs that are specific to WIOA and apply to the three programs specifically. These pooled costs will be summarized at each month end and allocated between the WIOA Adult, Youth and Dislocated Worker Programs. On a quarterly basis, staff costs will be reviewed and compared against the ratio of dedicated hours per the respective programs and adjusted as needed.

WIOA Staffing Costs Allocations

- It has been determined that the career services team, skills team, business services team, program compliance coordinator, and the Mobile Job Center driver's costs will be included in the WIOA Program Cost Pool.
- The Assistant Director of Workforce Development & Executive Secretary costs will be allocated based upon current program needs.

The WIOA pool costs will be summarized at each month end and allocated between the WIOA Title 1-B Adult, Youth, and Dislocated Worker Programs on the basis of ratio of dedicated hours within the three designated programs.

Youth Program Cost Categories and Allocation Method

The following describes the WIOA Youth Program specific cost categories and allocation methods to be implemented and utilized by the designated youth service provider. Designated youth staff will direct charge their time on payroll records to either in-school youth (ISY) or out-of-school youth (OSY) activities. When the staff are unable to specifically identify an activity or cost as ISY or OSY, then their charges will default to a joint/shared cost youth activity. The resulting percentage ratios charged within the two Youth Cost Categories, ISY and OSY, will be utilized as the basis for allocating all joint/shared costs that are specifically incurred by designated youth staff or that are allocated to the Youth Program through any cost pools.

WIOA Youth Cost Allocation Guidelines

1. The Workforce Innovation Opportunity Act (WIOA) became effective on July 01, 2015, and superseded the Workforce Investment Act. This change has significant impact on the operational and fiscal aspects of providing youth services. One major change is the State's use of two funding categories within the youth fund, and the need to

allocate all expenses to one of these two categories. In addition, any and all special projects or funding through the Youth Services contract must be accounted for in a similar manner. The information contained herein shall be the basic guidelines used to effectively and efficiently allocate such expenses, which include program, participant and staff costs.

The WIOA Youth staff will direct charge their time between time spent on ISY, OSY, and general operations. The time dedicated to ISY and OSY youth will be used to allocate the general youth operation costs on a monthly basis.

Note: Costs allocated within the two Youth categories are currently being tracked on a spreadsheet basis.

a. **Funding categories**:

(1) ISY-REG (In School Youth - Regular) This category is for expenses related to providing services to participants that are considered ISY by WIOA guidelines.

(2) OSY-REG (Out of School Youth - Regular) This category is for expenses related to providing services to participants that are considered OSY by WIOA guidelines.

(3) In accordance with the Workforce Innovation Opportunity Act—Use of funds for youth activities, subparagraph (c) Local Elements and Requirements—(A) In General – At a minimum, 75 percent (75%) of the funds shall be used to provide youth activities to "out-of-school" youth.

b. **Participant costs**:

(1) Wages and fringe - registered participants that have a timesheet to be paid through program funds, shall be identified and "coded" for their appropriate category and component. (I.e. ISY-REG, OSY-REG, etc.).

(2) Supportive services - This is a required service element of WIOA, and the types of expenses are outlined in the local WIOA Youth Services Plan. The documentation of these expenses shall be made on the appropriate forms (check request, voucher, invoice, etc....) and "coded" for the proper category (as listed above).

(3) Participant supplies and costs - These needs are identified in the local WIOA Youth Services Plan, and the associated expenses shall be documented and "coded" similarly to that described in the Supportive Services above.

c. **Program costs**:

(1) All program costs and expenses not specifically outlined herein, shall be documented appropriately, and "coded" as one of the two youth categories, according to the component or client type that is benefited by the expense.

(2) Once the percentage relationships are established by the staff for the two cost categories (current period), they are used to distribute all current expenses subject to distribution. The exception being expenses that are identified to a specific activity that can be direct charged.

d. **Staff costs:**

(1) Wages and fringe - all staff must complete timesheets as completely as possible, using the following guidelines:

(A) Work hours - using your method of choice, document the number of hours spent working within the allowable funding categories listed herein. This shall be in increments no smaller than one quarter (1/4) hour. The number of hours claimed toward a funding category must directly benefit from your time and efforts. This is more easily determined by reviewing the descriptions below.

(B) ISY-REG (In School Youth - Regular) Individuals that are ISY by WIOA definition, in a regular or "year-round" component, and specifically NOT in a summer component. Time and effort spent working directly with ISY, or working on issues, projects, materials, programs, reporting or planning that will specifically benefit ISY, are allowable and attributable to this category. Staff may work on issues that benefit ISY without registering/enrolling ISY participants. (I.e. presentations made to public or alternative school audiences, or attending training or conferences that are specifically meant to serve or benefit ISY.)

(C) OSY-REG (Out of School Youth - Regular) Individuals that are OSY by WIOA definition, in a regular or "year round" component, and specifically NOT in a summer component. The same guidelines described above for ISY-REG apply to this category. As a general rule of thumb, if your work time or efforts cannot be directly or specifically related to or benefit ISY or OSY, then staff shall count their work time in this category.

(D) TIME SHEET - The electronic timesheet shall be used to document all staff work time, leave and comp time for which staff wages and fringe costs shall be calculated and paid. This form shall be completed in accordance with guidelines contained herein.

(2) Mileage costs:

(A) Staff costs - staff shall document local travel performed on behalf of the program that it directly relates to or benefits, in the same manner in which is described in the section concerning staff costs. Each line documented on the travel (mileage) form and/or payroll record, shall be "coded" to one of the two categories by the staff completing the form. For more detail, see attached Administrative Memorandum covering Mileage Allowance for all City staff.

(B) Participant costs - participants shall NOT complete travel (mileage) forms for their participation in WIOA services or components. These costs will be handled within the guidelines of "supportive services" for participants, if allowed under WIOA guidelines, and services operated under the local WIOA Youth Plan.

Modification of Plan

This plan shall be reviewed for modification purposes no less than annually in preparation for update and/or modifications on behalf of any or all partners.

Partners agreeing to this plan may request modification of its terms. Ratification of the request by all the other partners will constitute acceptance of a modification.

Any partner to this plan may withdraw, giving written notice of its intent to withdraw as a partner. In such case, all pertinent terms of the Cost Allocation Plan will continue in effect for the remaining partners. Any party may cancel the agreement at any time for cause, or may cancel without cause on a 30-day written notice.

On behalf of the City of Springfield, I Toby Stevenson, Accounting Supervisor for the Department of Workforce & Economic Vitality, certify that the Cost Allocation Plan has been prepared in accordance with the guidelines set forth from both the State and Federal level. It is also consistent with Missouri policies concerning cost allocation for the Workforce Innovation and Opportunity Act.

Signature

5/30/25

Date