SALINE COUNTY PERSONNEL POLICIES AND PROCEDURES

EFFECTIVE DATE: 04-21-20 **SUPERSEDES:** 03-17-20

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SUBJECT: Procurement, Purchasing, and Contracts

RELATED POLICY NO.

SCOPE: All Saline County Departments

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I. Overview

This policy shall apply to all expenditures using Saline County funds whether such funds are budgeted or not and includes grant funds. Several State statutes govern purchasing and contracting in Saline County. Employees involved in purchasing and/or contracting are advised to be familiar with the provisions of these statutes. Listed below are a few, not all, of the most commonly referenced statutes:

- K.S.A. 79-2925 Budget Law
- K.S.A. 75-3740a Preferential Bidding
- K.S.A. 68-1101 et seq., KSA 68-1413 et seq. Bridges
- K.S.A. 68-521 and 68-704 Roads
- K.S.A. 19-214 Duties of the County Commissioners
- K.S.A. 75-4304 Governmental Ethics Conflict of Interest

II. Purchasing

In purchasing items for Saline County, maximum use of local suppliers will be utilized. Purchasing performed by Saline County shall be divided into 3 levels.

Level 1 Non-Competitive Purchasing, \$10,000 or less, Department Head Approval Level*

- 1. Cost comparisons are encouraged but not required.
- 2. Purchases shall not be divided into smaller purchases to avoid level 2 or higher requirements.
- 3. Repetitive purchases that are expected to exceed \$10,000 in a fiscal year must follow Level 2 or Level 3 purchasing guidelines, whichever may apply.
- 4. Requires Department Head approval.
 - * Departments must receive Country Administrator approval for purchase requests outside of their individual department budget, regardless of amount.

Level 2 Competitively Negotiated, more than \$10,000 and no greater than \$15,000, County Administrator Approval

- 1. Purchase value more than \$10,000 and no greater than \$15,000.
- 2. Purchases shall be competitively negotiated.
- 3. Repetitive purchases that are expected to exceed \$15,000 in a fiscal year must follow Level 3 purchasing guidelines.
- 4. A brief description of the item for which quotations were solicited including prices obtained and Department selection shall be recorded on a "Tabulation of Verbal/Written Quotations" sheet.
- 5. Bids may be obtained as formal written proposals or as informal quotations obtained in person, by phone, fax or other communication medium.
- 6. Departments shall solicit bids from at least three (3) qualified suppliers. If fewer than three (3) exist, then two (2) shall be accepted.
- 7. If specifications are met, the lowest bid shall be selected.
- 8. "Tabulation of Verbal/Written Quotations" shall be submitted to the County Administrator for approval prior to purchasing.

Level 3 Competitive Sealed Bids, more than \$15,000, Board of County Commissioners (BOCC) Approval

Purchases exceeding \$15,000 shall be sent out for competitive sealed bids as follows:

1. Public Notice

Invitation for Bid shall be issued by mail or e-mail from the County Administrator's Office to prospective bidders. Thirty (30) days shall elapse between the issuance and the bid award. Written notice shall be given to as many prospective bidders as reasonable. Contracts for the construction, surfacing, repairing or maintenance of any road when the Engineer's estimate is more than \$25,000, shall give not less than twenty (20) days' notice prior to the bid opening and shall be published twice in the official County newspaper in two (2) consecutive weekly issues. The first publication of such notice to be not less than twenty (20) days prior to such opening.

2. Receipt of Bids

Bids must be submitted in writing, signed by an authorized representative and submitted prior to the bid deadline in a sealed envelope or package. In lieu of submitting a bid in a sealed envelope as set forth herein, faxed and emailed bids may be accepted. If a bidder elects to submit their bid via email or fax, the vendor understands and agrees that said submission will not maintain the same confidentiality as a sealed bid. Bids submitted after the deadline will not be accepted and will be returned unopened. Bids shall be opened publicly at the location and time stated in the Invitation for Bid. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record of bids shall be open to public inspection.

3. Award

The user department shall review all bids and prepare a Request for Action recommending the lowest and best bid be awarded the contract. In lieu of accepting any bids submitted pursuant to competitive bidding process, the County retains the right to accept goods directly from suppliers designated as State suppliers for the specific product subject to the bid. The BOCC will make the final award of all contracts and will be signed by the Chairman of the BOCC. The BOCC will always have the option to accept and/or reject any or all bids. Prompt notice in writing of contract award to the responsible bidder shall be issued by the County Administrator or the user Department.

4. Withdrawal of Bids

Withdrawal of bids after opening may be allowed only to the extent permitted by the BOCC.

Exceptions to Competitive Purchases

A contract/purchase may be awarded by non-competitive negotiation in the following situations:

- Emergency Purchases The County Administrator may make or authorize others to make emergency
 purchases without monetary limit when a threat exists to public health, welfare or safety under declared
 emergency conditions. Prior to the authorization, approval must be received from the Chairman of the
 BOCC. In the event of the absence of the Chairman, the approval shall be received from the Vice Chairman
 or other Board member. Where possible, such competition as is practical under the circumstances shall be
 attempted.
- 2. Governmental Contracts Competitive bid/proposal may be waived when purchases are made in cooperation with other City, County, State or Federal Agencies and it is deemed to be in the best interest of the County to purchase supplies, services and equipment from contracts and agreements of other governmental agencies. Such purchases from \$0 to \$25,000 may be approved by the County Administrator. Purchases in excess of \$25,000.00 shall be approved by the BOCC.
- 3. <u>Purchase of Used Equipment</u> When it is determined that it is in the best interest of the County, used equipment may be purchased directly from the owner or their representative of the used equipment. The price shall be determined by negotiation. Prices paid for used equipment shall not reflect a premium based on values for used equipment as published by the appropriate used equipment price guide.
- 4. <u>Impractical Situations</u> When competitive purchasing is not practical based upon timing, performance or other relevant circumstance and approved by the County Administrator's Office.
- 5. <u>Sole source</u> Defined as any purchase or contract that has only one known source or that only one single supplier can fulfill the requirements.

Local Preference

If a local bidder (local is defined as a business domiciled in Saline County) is outbid by a vendor domiciled outside of Saline County, the local bidder may be deemed the preferred bidder if:

- A. The amount of the local bid is within 1% of the low bid;
- B. The local bidder agrees to match the low bid by filing a written agreement to that affect within 72 hours after receiving notification of being deem the preferred bidder; and
- C. The quality, suitability and usability of the materials or goods are equal.

Example:

Bidder A (non-Saline County) \$10,000 Bidder B (Saline County) \$11,000

The low bid is \$10,000. 1% of the low bid is \$100. Bidder B is not less than \$10,100, so Bidder A would be awarded the bid.

Lease Purchases

Consistent with KSA 10-1116b and 1116c and any amendments thereto, relating to Kansas Cash Basis Law, when it is in the best interest of the County to lease or lease/purchase goods rather than acquire them, the policies outlined herein shall be applied in the same manner as a purchase.

- A. All lease contracts must be reviewed and approved by County Counselor prior to being signed.
- B. The BOCC shall approve and sign all equipment lease contracts that exceeds one (1) calendar year. Department Heads can sign leases for less than one (1) calendar year.
- C. When appropriate, the County Administrator's Office may consolidate Departmental lease purchases in order to receive competitive rates.
- D. Request for lease purchase agreements will be submitted on a Request for Action form to the County Administrator's Office.

III. Competitive Sealed Proposals (RFP's)

Competitive sealed proposals or RFP's are used when a project has multiple ways/means of achieving a result, or when multiple results/ends are acceptable. An RFP is usually less stringent than a Competitive Sealed Bid to ensure fair and reasonable price analysis, but not to preclude competition for technical excellence or price. An RFP is most commonly used on proposals for professional services, but can also be used if Saline County can benefit from multiple perspectives, the end results are not yet clear or there are a variety of options and considerations being proposed.

Professional Services

These guidelines are established in order to provide assistance to County Officials in selecting and contracting professional services. The primary purpose is to select persons who have the necessary training and experience to provide professional services. Although cost is important, professional services should not be purchased strictly on the basis of lowest cost.

As per K.S.A. 19-214, competitive sealed proposals are used where it is necessary to ensure fair and reasonable price analysis, but not to preclude competition for technical excellence or price. The definition of professional services shall be considered to include but not limited to the following:

- Engineering
- Architectural
- Specialty Construction
- Training
- Appraisal
- Scientific
- Technological
- Consulting
- Legal
- Testing & Inspection

Evaluation Factors

The Request for Proposal shall state the evaluation criteria upon which selection decisions will be made. The proposal evaluation criteria shall include standards which measure how well a vendor's approach meets desired performance requirements and ensure an evaluation of the differences between the desired performance characteristics and what each vendor proposes. Price shall not be the major factor in determining criteria for source selection. Realism, reasonableness and credibility of price must always be determined.

Specifications should include:

- 1. Instruction to the prospective professional service provider specifying when, to whom and where proposals should be sent.
- 2. Deadline for receipt of submittals.
- 3. A complete description of the problem or work task. Scope of work or task, format for the completed report and the extent of which the County's staff will be available to the professional service.
- 4. Notification if written questions can be sent to the County and whether a conference will be held to answer any questions.
- 5. An objective or statement of what is expected to be accomplished.

Contract Terms & Conditions

The following general contract terms should be addressed within the proposal:

- 1. Name of contract parties
- 2. Named individuals
- 3. Scope of work
- 4. Change Order Procedure
- 5. Work schedule
- 6. Compensation and terms of payment (including compensation for additional services)
- 7. Responsibility of County
- 8. Termination of contract
- 9. Conflict of interest
- 10. Assign ability
- 11. Confidentiality
- 12. Insurance
- 13. Arbitration
- 14. Errors of deficiencies

Public Notice

Request for Proposals shall be issued by mail or email from the County Administrator's office to prospective vendors and may, at the discretion of the County Administrator, be published in the local County newspaper.

Receipt of Proposals

Proposals must be submitted in writing, signed by an authorized representative and submitted prior to the deadline in a sealed envelope or package. In lieu of submitting a proposal in a sealed envelope as set forth herein, faxed and emailed proposals may be accepted. If a vendor elects to submit their proposal via email or fax, the vendor understands and agrees that said submission will not maintain the same confidentiality as a sealed bid. Proposals submitted after the deadline will not be accepted and will be returned unopened. Proposals shall not be opened publicly. Proposal information shall also not be made public until after the approval of the award by the BOCC. The name of the vendors will be recorded publicly.

Evaluation of Proposals

In determining which proposal is most advantageous to the County, the County will evaluate each proposal by the following but not limited to:

- A. Experience on similar projects including references.
- B. Qualification of person(s) proposed to work on the project, which requires professional resume. (if applicable)
- C. Ability to meet work schedule.
- D. Completeness of project.
- E. Geographic location.

- F. Samples of work representing product quality.
- G. Sensitivity to community involvement.
- H. Additional services and skills available.
- I. Work space requirements and/or County Staff support.
- J. Cost.
- K. Insurance.
- L. Firm or estimated time schedule, including dates for commencement of performance, for submission of progress reports, and for completion of task.
- M. Selection criteria.
- N. Standard contract terms and conditions.
- O. Affirmative Action Requirement.
- P. Understanding for compensation for additional work performed.

Weight should be assigned to each criteria based on relative importance of the particular qualification. Post opening clarifications or discussions with vendors is allowed. If necessary, interviews may be conducted to collect additional information. Interviewees may include but are not limited to:

- A. User Department or Elected Official
- B. Representatives of the BOCC
- C. County Administrator
- D. For Engineering Proposal, the County Engineer will sit in on the interviews.

After each proposal has been evaluated, the user department shall request permission to negotiate from the BOCC. The County may negotiate price and other terms with the highest ranked qualified proposal. If negotiations are stalled, negotiations will be resumed with the next ranked proposal.

Award

After negotiations are complete, the user department shall prepare a Request for Action recommending the best proposal be awarded the contract. All contracts and/or agreements will be reviewed by the County Counselor. The BOCC will make the final award of all contracts and will be signed by the Chairman of the BOCC. Prompt notice in writing of contract award to the successful vendor shall be issued by the County Administrator's office or the user Department.

IV. Cancellation of Bid Opening or Request for Proposals

An Invitation for Bid, a Request for Proposal or other solicitation may be canceled, or all bids or proposals may be rejected, if it is determined that such action is taken in the best interest of the County and approved by the BOCC.

V. Corrections of Bids or Proposals

Any bidder/vendor submitting a bid or proposal may correct any mistakes in its bid or proposal before the time and date set for bid or proposal opening by withdrawing or correcting its bid.

VI. Standardization & Specification Guidelines

It is essential that items be standardized and purchased in accordance with carefully drawn specifications.

Use of Standardization

Standardization takes advantage of lower prices from buying in bulk. It also lowers the administration cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification, whenever possible.

Use of Specifications

Specifications are a clear and complete description of the essential requirements which each item should meet. Well written specifications ensure that maximum value is being obtained for the public funds spent; and, all qualified vendors are able to compete on an equal basis. Specifications must be clear, accurate and updated to reflect technological or market changes. Specifications should also include all physical and functional features, which may incorporate words or phrases that are generally widely accepted. The use of restrictive or unfair details that could preclude or reduce competition must be avoided. County staff will usually prepare the specifications, although professional assistance will be necessary for items of highly specialized or technical nature.

VII. Bid Security, Bonds & Contract Clauses

- K.S.A. 19-214 Public Building
- K.S.A. 68-1117 Bridge or Culvert
- K.S.A. 68-521 & 68-704 County Roads
- K.S.A. 60-1110 Statutory Bonds

Contracts

Contracts for goods and/or services may be written in such a manner that they are renewable for up to five (5) years. If the value of the contract is greater than \$25,000 annually, such contract must be reviewed on an annual basis by the BOCC prior to renewal. Budgetary authority must be in place for the contract year prior to its renewal. All contracts require the signature of the Chairman of the BOCC.

Bid Bonds/Performance and Payment Bonds

Bid security may be required when bids are being solicited for goods or services. Bid security shall be a bond provided by a surety company authorized to do business in Kansas or the equivalent in cash or otherwise provided in a form satisfactory to the BOCC. When a bid security is required, non-compliance shall result in rejection of the bid. If a bidder is permitted to withdraw their bid prior to an award, but after opening of bids, no action shall be held against the bidder or the bid security. When bid security is specified in the bid document and a contract is awarded, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

- A. Bid Bonds used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the County.
- B. Performance Bonds used when a guarantee is required to ensure that a firm or individual that has entered into contract with the County will complete the project within the terms of the agreement.
- C. Labor and Material Payment Bonds (Statutory Bond) used for all contracts exceeding \$5,000.00 entered into by the County for the purpose of making public improvement, constructing any public building or making repairs on same. The bonds are required by KSA 60-1111 and insure the payment of all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. These bonds are issued in favor or Saline County and are filed with the Clerk of the District Court. The cost of filing the bond is the Contractors responsibility.

Nothing in this section shall be construed to limit the authority of the County to require other security in addition to the bonds described above. Unless the bond is statutory, the BOCC may withdraw the requirements for the bond at any time in the purchasing process. Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this Chapter, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due the person in the manner prescribed by Article II of K.S.A. Chapter 60.

Insurance

Unless specifically waived in writing, the County will require that successful bidders, through the competitive procurement process, provide certificates of insurance to assure that risks are prudently protected and the County's insurance program will not be adversely impacted losses or claims attributed to the contractor's operations, products, activities or services for the County.

- A. Certificates of insurance shall be provided by the successful bidder to the County Administrator to be kept on file with the bid documents.
- B. Construction and service contractors shall provide evidence of commercial general liability, workers' compensation and automobile liability coverage.
- C. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, workers' compensation and automobile liability coverage.
- D. The certificate of insurance shall be issued to:

Saline County Administrator

300 W. Ash

P.O. Box 5040

Salina, KS 67402-5040

- E. The certificate should evidence a thirty (30) day cancellation clause and the inclusion of the BOCC, Saline County, Kansas, its officers, commissions, agents and employees as additional insured's.
- F. Depending on the services requested in the procurement, additional or specialty coverage's or specific limits of coverage may be required. The amounts and types of insurance required will be detailed in the bidding or purchase document.

Contract Clauses

The BOCC requires the inclusion in County contracts clauses providing for adjustment in prices, time of performance or other contract provisions, including but not limited to the following subjects:

- A. Liquidated damages as appropriate.
- B. Specified excuses for delay or non-performance.
- C. Termination of the contract for default.
- D. Term of contract and renewal clauses.
- E. Start dates, milestone dates, completion dates and penalties for delay in completion.
- F. Compliance with Kansas Cash Basis Law.
- G. Appropriate performance and payment bonds and sureties when applicable.
- H. Liability and Workers Compensation insurance as required.

All County contracts must be reviewed and approved for signature by the County Counselor before being executed.

VIII. Grant Approval Authority

The Board of County Commissioners, (BOCC) shall approve all new grants and any grant renewal which has substantive changes in requirements or conditions prior to their submission. A grant for the purpose of this procedure is defined as a contractual relationship with another Governmental Agency or entity. Elected Officials and Department Heads are responsible for placing a copy of the grant application and/or grant renewal on file in the County Administrator's office.

IX. County Credit Cards

County authorized purchases may be made with the County credit card provided it is within the bounds of Level 1 purchasing as stated above. The Administrative Resource Center will keep record of all County credit cards and should be kept up to date on any cardholder changes. County credit cards shall be used for County purchases only. Personal purchases are strictly prohibited.

X. Unallowable Purchases

With a few limited exceptions, this policy does not attempt to establish an inclusive listing of approved and non-approved miscellaneous expenditures. Rather, it is the express intent of this policy to place the responsibility and accountability for determining the appropriateness of miscellaneous expenditures with the appropriate Elected Official, Agency Director or Department Head. However, the following expenditures are specifically prohibited from any account of the County:

- The purchase of alcoholic beverages;
- Costs related to illegal acts by County employees (e.g. traffic violations); or
- Any expense related to a birthday or holiday observances, contributions to political candidates or partisan causes.

Retirement and service awards coordinated through the Human Resource Division shall be an approved expenditure. Other retirement expenses or service awards at County expense is prohibited.

XI. Asset Tags and Inventory

All property of Saline County valued at \$100 or more shall be tagged with an asset tag and number before being used. This asset number shall be kept by the Department Head on their CIC Fixed Asset Inventory list. The property tag from the disposed item shall be removed at the time of disposal. It is the Department Heads responsibility to remove the item from their inventory and also alert the Clerk that the items are no longer in inventory.

XII. State and Federal Requirements

Where a purchase involves the expenditure of Federal Assistance or Contract Funds, the BOCC or their designee shall comply with such Federal Law and authorized regulations which are mandatorily applicable and which are not presently reflected in this manual. The provisions of this policy are subordinate to any State Statutes governing County purchasing practices. When applicable grant funded purchased property belongs to the grant source, not the County.

XIII. Ethics in County Contracting

General Standards Of Ethical Conduct

A. General Statement

Any attempt to realize personal gain through County employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust. County employment includes any person who receives a County paycheck with such paycheck being a result of either appointment or election to a County position. In order to fulfill this generally prescribed standard, employees must also meet the specific standards set forth in this section.

B. Employee's Responsibilities

It shall be the responsibility of County employees involved in any decision to purchase goods and/or services on behalf of the County to avoid the appearance of impropriety in such decision making.

Employee Conflict of Interest

A. Definitions

1. <u>Contract.</u> The term "contract" as used herein shall mean any agreement between the County and one (1) or more other persons or businesses by which the other persons or businesses agree to provide, in exchange for consideration, any type of property, whether tangible or intangible, services or any other benefit to or for County.

- 2. <u>Employee</u>. The term "employee" as used in this section shall apply to any person, whether appointed or elected, who receives a paycheck from the County.
- 3. <u>Substantial Interest.</u> The term "substantial interest" is defined at K.S.A. 75-4301a(a). A substantial interest includes any legal or equitable interest of any employee or employee's spouse in a business exceeding \$5,000 or 5% of any business of an employee or the employee's spouse.

B. Kansas Statutes

Pursuant to K.S.A. 75-4304, it shall be a breach of ethical standards for any County employee in their capacity as such employee, to make or participate in the making of a contract with any person or business by which they (or their spouse) are employed or in whose business they have a substantial interest. A County employee shall not make or participate in the making of a contract if they have has abstained from any action with regard to the contract.

Employee Disclosure Requirements

An employee who has or obtains any benefit from any County contract with a business or person in which the employee (or the employee's spouse) has a financial interest shall report such benefit to the BOCC. However, this section shall not apply to a contract with a business where the employee's interest in the business has been placed in an independent trust. Any employee who knows or should have known of such benefit and fails to report such benefit to the BOCC is in breach of ethical standards.

Gratuities, Kickbacks and Contingent Fees

A. Gratuities

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or purchasing standard or rendering of advice, investigation, auditing or in any other advisory capacity, in any proceeding or applications, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Except as provided in below, gratuities shall not mean pens, calendars or other novelty items used for advertising purposes, meals or other meeting circumstances for the purpose of conducting or discussing official business.

B. Kickbacks

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

Restrictions on Employment of Present and Former Employees

Except as may be expressly permitted by the BOCC or their designee, it shall be a breach of ethical standards for any County employee who is participating directly or indirectly in the purchasing process to become or be, while being a County employee, the employee of any person contracting with the County.

Use of Confidential Information

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

Civil and Administrative Remedies against Employee or Non-Employees who Breach Ethical Standards

In addition to existing remedies for breach of ethical standards of this section, the BOCC, in accordance with the Personnel Manual, may impose any one or more of the following on employees:

- Oral or written warnings or reprimands;
- Suspension with or without pay for specified periods of time; and
- Termination of employment.

In addition to existing remedies for breach of ethical standards of this section or regulations promulgated hereunder, the BOCC may impose any one or more of the following on non-employees:

- Written warnings;
- Termination of transactions; and
- Disbarment or suspension from being a contractor or subcontractor under County contracts.

The value of anything transferred or received in breach of the ethical standards of this section or regulations promulgated hereunder by an employee or a non-employee may be recovered from both the employee and non-employee. All procedures under this Section shall be in accordance with due process requirements. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of Federal or State Law, they shall also be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in this manual.

Robert Vidricksen, Chairman

Saline County Board of Commissioners

TABULATION OF VERBAL/WRITTEN QUOTATIONS

FUNDING SOURCE:			DEPARTMENT:		
BUDGET ACCOUN	T NO:	ITEM	ITEM PURCHASED:		
Vendor Name:					
Email Address:					
Telephone Number:				'	
Contact Person:					
Item Detail(s):					
Shipping & Handling:					
Grand Total:					
7.50	Ciı	rcle Best Bid			
Department Head	Date	County Admi	nistrator Da	ate	