



PURCHASING POLICY

ISSUED BY: FINANCE DEPARTMENT

APPROVED BY: MESA COUNTY BOARD OF COUNTY COMMISSIONERS

EFFECTIVE DATE: JUNE 30TH, 2026

1. General Provisions

1.1 Purpose

1.1.1 The purpose of this Procurement Policy is to:

- A. Provide for the fair and equitable treatment by the County of all persons involved in public procurement.
- B. Maximize the procurement value of public funds.
- C. Codify and standardize the County's procurement rules and regulations for orderly and efficient administration.
- D. Provide safeguards for maintaining a procurement system of quality and integrity.
- E. Foster effective, broad-based competition within the free enterprise system.

1.2 Definitions

BEST VALUE means the most advantageous offer/proposal/quote to the County, taking into consideration price, quality, experience, qualifications, service, and other factors identified. Best value may not be the lowest price.

BUYER means an employee authorized to conduct procurement activities on behalf of Mesa County under this Policy.

CAPITAL CONSTRUCTION PROJECT is a procurement funded by appropriated capital funds.

CONTRACT is a legally binding agreement between Mesa County and a supplier for procuring goods, services, or public works. It defines terms such as price, deliverables and performance standards to ensure public funds are used effectively and legally.

FORMAL SOLICITATION is a competitive procurement method required for procurements exceeding the thresholds in Table 4.0 and conducted in accordance with Section 5.3.

INFORMAL SOLICITATION is a competitive procurement method required for procurements within the thresholds in Table 4.0 and conducted in accordance with Section 5.2.

PROCUREMENT is the acquisition of goods or service by purchase, rent, lease, or other methods using County funds.

PURCHASE ORDER is a transactional document issued by a buyer to confirm the procurement of goods or services; their pricing, quantities, and delivery schedule. For

the purpose of this Policy, Purchase Order may include Supplier Contracts or other ERP-generated procurement agreements.

SOURCE SELECTION OFFICIAL means the individual authorized to make the final determination for award of a contract resulting from a competitive solicitation.

1.3 Revision Requirement

The Procurement Policy shall be reviewed and revised at least every three (3) years to maintain compliance with standard public procurement procedures and practices, including the ability to evaluate and adjust thresholds, limits, and other applicable provisions to account for inflationary changes and market conditions.

1.4 Scope

The Procurement Policy applies to the procurement of all goods and services required by the County irrespective of the source of the County funds.

1.4.1 When a procurement involves federal funds, grant funds, or other funding sources that impose additional requirements, applicable federal regulations, state laws, grant conditions, or Mesa County policies, including the Mesa County Grant Management Policy, may supplement or supersede this Procurement Policy. In such cases, the more restrictive requirement shall apply. County staff shall refer to the policies.

1.4.2 The County may at times award pass-through federal funds to eligible community partners for the purpose of providing support for the performance of any portion of the substantive project or program for which the County receives the award. Subrecipients of federal pass-through funds shall comply with all applicable federal requirements, including Title 2 of the Code of Federal Regulations (2 CFR), and shall follow this Procurement Policy to the extent that goods or services are procured using such funds, unless the applicable federal requirements impose more restrictive standards.

1.4.3 All County officials and employees are governed by the procedures of this Procurement Policy whether directly or indirectly involved in a procurement transaction. Violation of these policies is grounds for disciplinary action, up to and including, termination of employment and/or referral for criminal action.

1.4.4 The County is responsible for procuring high quality goods and services, at a reasonable cost and in a timely manner, through a competitive selection process.

1.4.5 The County is responsible to ensure fair and equitable treatment of all persons involved in providing goods, services and/or construction to the County.

1.4.6 The County is responsible for maintaining an open and competitive environment to all qualified vendors where sellers have access to County business and that all procurement actions are conducted fairly and impartially in the best interest of Mesa County.

1.4.7 Competitive bids or proposals shall be used to facilitate contracts with nongovernmental contractors for the procurement or lease of goods and services in accordance with the limitations described herein.

2 Ethics

All Mesa County officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. § 24-18-101 to 24-18-206 and the ethics in

government provisions applicable to county officials and employees contained in Article XXIX of the Colorado State Constitution. The Ethical Standards stated in this Section are summaries of the statutory and constitutional requirements, and do not supersede the statutory and constitutional requirements. Any official or employee who has a question about whether a specific action is a violation of the Ethical Standards should review the applicable statutes and constitutional provisions cited in this Section and/or consult with the County Attorney.

- 2.1** A Mesa County official or employee shall not disclose or use confidential information acquired in the course of his or her official duties in order to further his or her personal financial interests
- 2.2** All Mesa County officials and employees shall comply with the gift limitations set forth in Section 3 of Article XXIX of the Colorado Constitution and C.R.S. § 24-18-104, including the current adjusted annual gift limit (\$75 at time of this policies effective date) and shall not solicit, accept, or receive any gift or thing of value—regardless of amount—that is intended to influence or reward official action
- 2.3** The principles contained in this Section are intended as guidelines for conduct and, by themselves, do not constitute violations of the public trust of office or employment with the County:
 - 2.3.1** A Mesa County official or employee should not acquire or hold an interest in any business or undertaking which he or she has reason to believe may be directly and affected to its economic benefit by official action to be taken by an agency over which he or she has substantive authority.
 - 2.3.2** A Mesa County official or employee should not, within six months following the termination of his or her office or employment with Mesa County, obtain employment in which he or she will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims, or contested cases in the consideration of which he or she was an active participant.
 - 2.3.3** A Mesa County official or employee should not perform an official act directly affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.
 - 2.3.4** A Mesa County official or employee shall not use his or her official position to secure or attempt to secure special privileges, employment, gifts of substantial value, or other economic benefits for himself or herself, or for members of his or her immediate family, that are not available to others.
 - 2.3.5** To the extent that violations of ethical standards of conduct constitute violations of state or federal laws, sanctions shall be imposed as provided by law.
- 2.4 Employee Requirements**

Mesa County officials and employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of which they are members or employees. A former Mesa County employee may not, within six (6) months following the termination of his or her employment, contract or be employed by an employer who contracts with Mesa County involving matters with which he or she was

directly involved during his or her employment. For purposes of this section, the phrase "be interested in" does not include holding a minority interest in a corporation.

2.5 Vendor Requirements

2.5.1 No bidder, vendor, potential supplier, contractor or subcontractor shall confer upon any public official or employee, participating in a procurement transaction, any payment, loan, subscription, advance, deposit of money, services, present or promised.

2.5.2 All bidders, vendors, potential suppliers, contractors or subcontractors shall complete a disclosure of interest form to inform of any personal interest of any public official with respect to any County procurement. Failure to make the required disclosure may result in disqualification, debarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate in accordance with Section 2.5.5.

2.5.3 No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.

2.5.4 Architects or engineers contracted by the County may not furnish building materials, supplies or equipment for any structure on which they are providing professional services.

2.5.5 To protect the integrity of County procurement, the County may suspend or debar a vendor, contractor, or subcontractor from participating in County procurements as provided in this section. Suspension is a temporary exclusion pending investigation or legal proceedings; debarment is an exclusion for a defined period.

2.5.5.1 Grounds for suspension or debarment include: conviction of or civil judgment for fraud, bribery, embezzlement, theft, forgery, falsification of records, or another offense indicating a lack of business integrity; violation of the Ethics or Vendor Requirements provisions of this Policy; a material or repeated failure to perform under one or more County contracts; submission of false or misleading information in a solicitation; collusion or other anticompetitive conduct; or any other cause of a serious and compelling nature affecting present responsibility.

2.5.5.2 The Purchasing Supervisor, in consultation with the County Attorney's Office, may recommend suspension or debarment. The affected vendor shall be given written notice stating the grounds, the proposed period, and the effective date. The vendor shall have an opportunity to respond in writing within a stated period of not less than ten (10) business days and, where appropriate, to be heard. The decision to suspend or debar shall be made in writing by the Finance Director or designee, shall state the basis for the determination, and shall inform the vendor of any right of appeal.

- 2.5.5.3** A debarment shall be for a defined period proportionate to the seriousness of the cause and generally not to exceed three (3) years. During suspension or debarment, the County shall not solicit offers from, award contracts to, or consent to subcontracts with the excluded vendor, except where the County Administrator determines in writing that a compelling reason in the County's best interest requires an exception.
- 2.5.5.4** A vendor may appeal a debarment decision in writing to the Board of County Commissioners within five (5) business days of receipt of the written decision. The decision of the Board shall be final.
- 2.5.5.5** The County shall maintain a current list of suspended and debarred vendors and shall document the basis for each action in accordance with Section 10.

2.6 Contemporaneous Employment Prohibited

It is prohibited for any Mesa County employee who is participating directly or indirectly in the procurement process to become or to be, while a Mesa County employee, the employee of any other person contracting with Mesa County.

2.7 Conflict of Interest Waiver

The County Administrator, in consultation with the County Attorney, may grant a waiver from the above Contemporaneous Employee provisions upon making a determination that:

- 2.7.1** The conflict or financial interest has been disclosed;
- 2.7.2** The employee will be able to perform their procurement function without actual or apparent bias or favoritism;
- 2.7.3** There is no violation of state or federal law; and
- 2.7.4** The waiver will be in the best interests of Mesa County.

2.8 Remedies and Consequences of Breach

The value of anything transferred or received in a breach of ethical standards will be recoverable by the County from the recipient in accordance with due process requirements and existing law.

3 Authority and General Responsibilities

3.1 Board of County Commissioners

- 3.1.1** Per C.R.S. § 30-11-107(1)(aa), the Mesa County Board of County Commissioners (BoCC) shall establish the Procurement Policy for Mesa County and delegate its power to enter into contracts.
- 3.1.2** In establishing this policy, the BoCC delegates power to enter the County into contract, in accordance with the expenditure levels established in Table 4.0, to:
 - A. The County Administrator
 - B. Department Directors

3.2 County Administrator

The County Administrator shall:

- 3.2.1** Develop and recommend the Procurement Policy to the BoCC, and
- 3.2.2** Have the power to enter the County into contract in accordance with the expenditure levels established in Table 4.0.

3.3 Finance Director

The Finance Director shall authorize the authority to conduct formal solicitations.

3.4 Purchasing Supervisor

The Purchasing Supervisor is responsible for administration of this Procurement Policy and procurement functions and is delegated the authority to conduct formal solicitations on behalf of Mesa County to the extent authorized by the Finance Director and this Policy. The Purchasing Supervisor shall:

3.4.1 Ensure procurement operations adhere to this Procurement Policy.

3.4.2 Serve as the head of the Purchasing Department.

3.4.3 The Purchasing Supervisor shall conduct, or authorize the conduct of, all Formal Solicitations in accordance with Section 5.3.

3.4.4 Provide training and guidance to County staff on procurement and solicitation procedures.

3.5 Department Directors

3.5.1 Department Directors may nominate staff to conduct formal solicitations.

3.5.2 Department Directors may enter into contracts within the expenditure approval limits assigned to them in Table 4.0, provided the procurement was conducted in accordance with this Policy.

3.5.3 Department Directors shall not conduct Formal Solicitations unless authorized by the Purchasing Supervisor.

3.6 The Purchasing Department

The Purchasing Department means the Purchasing Supervisor and/or any staff designated to conduct procurement activities on behalf of Mesa County in accordance with this Policy. The Purchasing Department is not exclusive to those individuals who have been specifically delegated the authority to conduct formal solicitations per Section 3.3 and 3.4. For the purpose of this Policy, the Purchasing Department consists of Buyers and includes any individual performing procurement activities for Mesa County. The Purchasing Department is responsible for:

3.6.1 Purchasing high quality goods and services at reasonable cost in a timely manner while ensuring the County receives the best value;

3.6.2 Maintaining an open and competitive environment to ensure that qualified buyers and sellers have access to County business and that procuring actions are conducted fairly and impartially in the best interest of Mesa County; and

3.6.3 Documenting the procurement process and maintain a procurement file in accordance with Section 10.

3.7 The Requestor

The Requestor is the departmental representative requesting procurement. The Requestor is responsible for:

3.7.1 Preparation of specifications and Scopes of Work to clearly and accurately define the departmental requirement.

3.7.2 Entry of the requirement into ERP system as required.

3.7.3 Ensuring that funds have been allocated and are available.

3.7.4 Ensuring that communication with any potential suppliers is not obligating the County in any manner or compromising a competitive solicitation process.

4 Expenditure Approval and Source Selection Requirements

The following table reflects expenditure approval and source selection requirements:

Table 4.0

Expenditure Type	Expenditure Amount	Expenditure Approval Level	Source Selection Method
Micro Purchase	Less than \$20,000	Department Manager	Determined the best value for the County. Competition recommended.
Informal Solicitation	\$20,000 - \$150,000	Department Director	Competitive Source Selection through Informal Solicitation to at least 3 sources- see Section 5.2. Documentation of quotes received required.
Formal Solicitation	Greater than \$150,000	\$150,000 - \$250,000: County Administrator >\$250,000: BoCC	Competitive Source Selection through Formal Solicitation- see Section 5.3

Table Notes:

- a) Approval authority under this table also establishes the authority to enter into and sign contracts resulting from the procurement, unless otherwise required by this Policy.
- b) Formal Solicitations must be conducted by the Purchasing Supervisor or an individual authorized by the Purchasing Supervisor, regardless of expenditure amount.
- c) Nothing prohibits the use of a higher expenditure Source Selection Method.
- d) All procurements shall be awarded to the most responsive, responsible, best-value bidder; which may not necessarily be the lowest-price offeror.
- e) County staff will exercise due diligence to ensure competitive pricing for all procurements.
- f) All thresholds above are per transaction, not per item. No procurement shall be subdivided or split to avoid any of the above thresholds.
- g) Expenditure Amount is inclusive of all Option Line Items and exclusive of any Option Years.
- h) Adequate current year budget appropriation required for all procurements.
- i) Procurements involving County facilities including leases, rentals, maintenance, furniture, computer and phone equipment, or vehicles must be coordinated with Facilities, Fleet and/or IT Departments.
- j) Expenditures involving insurance procurements or services require Risk Management, County Attorney and BoCC approval.
- k) Expenditures involving legal procurements or services require approval from the County Attorney.
- l) Finance, Risk Management and County Attorney approval required for procurements greater than \$150,000.

- m) Any procurement exceeding \$20,000 for services performed on County property, or on property for which the County has responsibility, shall require prior Risk Management approval of vendors Certificate of Insurance.
- n) Any procurement which uses a contract not originated by Mesa County Attorney's Office shall require County Attorney approval.

4.1 Exceptions to Competition

The following expenditures types are exempt from competitive source selection methods:

- 4.1.1** Those determined to be exempt by the BoCC.
- 4.1.2** Emergency procurements (see Section 5.5)
- 4.1.3** Governmental agency agreements that facilitate payments (or reimbursements) between Mesa County and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Mesa County receives goods, services, or other values there under. (*i.e. emergency search & rescues, cities, counties, public education institutions, etc.*)
- 4.1.4** Payments for rental or leases of equipment, buildings, vehicles that are established by a negotiated and approved contract.
- 4.1.5** Telephone bills.
- 4.1.6** Utility bills for electrical, water, natural gas, and sewer services that are regulated by pricing schedules controlled through the Colorado Public Utilities Commission or other governmental entity.
- 4.1.7** Intergovernmental Agreements (IGA) and Memorandums of Understanding (MOU) to receive specific services from other government entities.
- 4.1.8** Pharmaceuticals purchased under the 340B Drug Discount Program.
- 4.1.9** Perishable items, inclusive of medicines, that have a limited useful shelf life or are date sensitive.
- 4.1.10** Goods or services available from Colorado State Price Agreements or recognized multi-agency contracting groups, such as: OMNIA, Sourcewell, NASPO, or NACo. See Section 7.3.
- 4.1.11** Goods or services that are available via prior awarded Formal Solicitation to a governmental entity in the state of Colorado (*i.e. "piggybacking"*), See Section 7.4.
- 4.1.12** Goods or services that are ordered to be immediately procured or performed by a judicial authority.
- 4.1.13** Contracts solely for the purpose of generating revenue.
- 4.1.14** Purchases of land, water rights, right-of-ways & easements, permitting fees, excluding building improvement.
- 4.1.15** Continuing software services, software subscriptions (SaaS), or maintenance agreements for existing systems that were previously competed and currently approved by the IT Department.

4.2 Sole Source Procurements

In the event a supply or service is available from only one supplier the procurement may be conducted without competition.

4.2.1 Sole Source procurements require justification and approval prior to their acquisition. Applicable approval thresholds are:

- a) Purchasing Supervisor: Less than \$150,000.
- b) County Administrator: \$150,000 and greater.

4.2.1.1 See Sections 10 and 14 for documentation requirements.

4.2.2 A requirement for proprietary goods or services does not justify a sole source procurement if there is more than one potential vendor for that good or service, the term “sole source” refers to the vendor not the particular good or service.

4.2.3 The Purchasing Department shall negotiate the best price, terms, and delivery.

4.3 Waiver of Competitive Source Selection Requirements

The competitive source selection process may be waived by the BoCC or the County Administrator upon a determination that the competitive solicitation process would cause undue delay or hardship for a County Department, a delay contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Mesa County. A written determination shall identify the basis for the waiver and be maintained in the procurement file.

5 Procurement Methods

5.1 Micro Purchases

Micro purchases are procurements of goods and/or services that are less than \$20,000.

5.1.1 No procurement shall be subdivided or split to avoid surpassing this threshold. If the customer department spends more than \$20,000 for the same or similar goods and/or services in a 12-month period, the applicable solicitation method shall be used.

5.1.2 Micro Purchase can be made at the Departmental level and may be made with a Mesa County Purchase Card or through alternative methods such as Purchase Order. See Section 14.

5.1.3 Collecting competitive quotes is encouraged but not required; Buyer should use prudent professional judgment to ensure the County is receiving best value.

5.2 Informal Solicitation

Informal Solicitations are procurements of goods and/or services that are equal to or greater than \$20,000 but less than or equal to \$150,000.

5.2.1 No procurement shall be subdivided or split to avoid surpassing this threshold. If the customer department spends more than \$150,000 for the same or similar goods and/or services in a 12-month period, the Formal Request for Quote method shall be used.

5.2.2 Informal Solicitations can be made at the Departmental level and require that the Buyer document at least 3 competitive quotes from different vendors.

5.2.3 Buyer shall provide vendors with detailed specifications and/or scope of work of the requirement to ensure accurate pricing and/or performance is received.

5.2.4 In the event 3 quotes are not received the Buyer shall document their efforts to obtain 3 quotes and make a selection of best value based on quotes received.

5.2.5 Informal Solicitations may be conducted via Bidnet or similar.

5.2.6 Procurements within this categorical threshold shall be conducted via the use of a Purchase Order (and/or a Supplier Contract), see Section 14.

5.2.7 When soliciting for a requirement that may include performance or deliveries in a subsequent fiscal year, the Buyer shall inform Offerors that the procurement is subject to the availability and appropriation of funds for each fiscal year.

5.3 Formal Solicitation

Formal Solicitations require that the requirement be competed to the maximum extent practical through a structured solicitation process and documented evaluation process to result in the selection of an Offeror for award of a written contract to perform the requirement.

5.3.1 Formal Solicitations are required for the procurements of goods and/or services that are greater than \$150,000. Formal solicitations may be used for requirements that are under \$150,000.

5.3.2 Formal Solicitations shall be conducted only by the Purchasing Supervisor or by an individual expressly authorized by the Finance Director or the Purchasing Supervisor, per Section 3.3 and 3.4.

5.3.3 The authority to conduct a Formal Solicitation is separate from expenditure approval authority.

5.3.4 Procurements within this categorical threshold shall use a Purchase Order (and/or a Supplier Contract), see Section 14.

5.4 Brand Name

The use of a brand name specification is restrictive and may only be used when the brand name will satisfy the County's needs and it is in Mesa County's best interest due to compatibility with existing products

5.4.1 Brand Name is for descriptive purpose only and shall not be construed as a sole-source requirement. Brand Name procurement shall be conducted per the same competitive requirements as other goods and/or services.

5.4.2 Brand Name or Equal is a term that may be used to describe the requirement and is not exclusive to a particular brand and products deemed equal in quality, performance, and functionality will be considered.

5.5 Emergency Procurement

5.5.1 Notwithstanding the competitive procurement requirements of this Policy, the County Administrator or designee may authorize emergency procurements of goods or services with reduced or waived competition in writing when:

5.5.1.1 There exists an imminent and unforeseen threat to public health, welfare, or safety, or to County property or operations, which would be adversely affected if normal procurement procedures were followed;

5.5.1.2 The emergency procurement is made with as much competition as is practical under the circumstances; and

5.5.1.3 Sufficient budgeted and appropriated emergency funds can be made available; and

5.5.1.4 The Board shall be briefed regarding the emergency procurement within seven days

5.6 Options

An Option is contract provision, established through a solicitation and incorporated into a contract, that permits the County, for a specified time, to procure additional goods or services or to extend the term of the contract under the same terms and conditions.

5.6.1 Options may include, but are not limited to, additional quantities of goods or services (Option Items) and/or additional periods of performance (Option Years).

5.6.2 The scope, pricing, and duration of all options must be clearly defined in the solicitation and evaluated as part of the award.

5.6.3 Exercise of an option is at the sole discretion of the County and is not guaranteed. The County may elect to exercise an option based on factors including, but not limited to, continued need, satisfactory contractor performance, availability of funding, and determination that exercising the option is in the best interest of the County.

5.7 Preference for Mesa County Resident Vendor

For the purposes of this section, a Mesa County Resident Vendor (MCRV) is defined as a business, individual, union, committee, club, organization, or group of individuals that maintains its primary place of business in Mesa County, Colorado, and employs Mesa County resident employees.

5.7.1 For procurements up to \$150,000:

Purchasing Department may use their discretion in deciding if the submitted quote should be awarded to a MCRV in cases where the MCRV is within 5% of the lowest vendor.

5.7.2 For procurements greater than \$150,000:

Departmental Directors may request that the BoCC award the solicitation to the MCRV in cases where the MCRV is within 5% of the lowest vendor. If in the sole judgment of the BoCC, the bids or proposals are substantially equal, the BoCC may grant the award to the MCRV.

5.7.3 The Mesa County Resident Vendor preference shall not be applied when doing so would conflict with the terms and conditions of any external funding source or applicable law.

6 Solicitation for Competition

It is always in the best interest of the County to seek competition prior to the procurement of any good or service.

6.1 Public Notice

6.1.1 Adequate public notice of procurement opportunities shall be provided in a manner that reflects the size, scope, and complexity of the procurement. While a notice period of fourteen (14) days is generally sufficient, longer or shorter notice periods may be used as appropriate based on the circumstances. Public notice shall be disseminated through methods reasonably calculated to provide broad awareness and to promote maximum practicable competition.

6.2 Public Disclosure

Mesa County is a governmental entity subject to Colorado Open Records Act (CORA) C.R.S § 24-72-200.1 et seq. and documents in its possession may be subject to public inspection unless specifically exempt from disclosure. Offerors may identify trade

secrets, privileged information, and confidential commercial, financial, geological, or geophysical data by clearly marking such material as “Confidential” at the time of submission. To the extent permitted by law, the County shall use reasonable efforts to protect properly identified confidential information from disclosure.

6.2.1 Formal solicitations shall contain language to inform offerors:

6.2.1.1 Proposals, Bids, or responses are subject to CORA;

6.2.1.2 That any information claimed to be exempt shall be identified at the time of submission by the Offeror; and

6.2.1.3 The County will use reasonable effort to protect information identified by the Offeror as exempt, to the extent permitted by CORA.

6.3 Types of Solicitations

6.3.1 Invitation for Bids (IFB)

An IFB is a solicitation method used to solicit competitive bids from qualified vendors for goods, and in some cases for services, when complete specifications or performance requirements are available. An IFB primarily evaluates the price. The specifications for the items to be procured are not subject to negotiation.

6.3.1.1 To the extent permitted by the Colorado Open Records Act (CORA), the identity of competing suppliers and information contained in their proposals shall not be disclosed prior to contract award. After contract award, proposals and associated records may be available for public inspection in accordance with CORA and any applicable statutory exemptions.

6.3.1.2 Bids shall be evaluated based on the requirements set forth in the IFB document.

6.3.1.3 Offerors responding to an IFB may be contacted by the Purchasing Department prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements.

6.3.1.4 Bids will be evaluated and awarded to the offeror with the lowest-priced bid that is deemed the best value to the County, meeting all specifications and/or qualifications identified.

6.3.2 Request for Proposal (RFP)

An RFP is a solicitation method used to obtain proposals from qualified vendors for services or goods, when the scope of work or specifications are known, can reasonably be defined but may require refinement or modification to achieve the best outcome for the County. An RFP allows for evaluation based on factors in addition to price, such as experience, technical approach, qualifications, and overall value. Prior to award, the County may engage in discussions and negotiate the scope, specifications, and/or pricing of proposals as part of the evaluation and award process.

6.3.2.1 To the extent permitted by the Colorado Open Records Act (CORA), the identity of competing suppliers and information contained in their proposals shall not be disclosed prior to contract award. After contract award, proposals and associated records may be available for public

inspection in accordance with CORA and any applicable statutory exemptions.

6.3.2.2 Proposals shall be evaluated in accordance with the requirements and evaluation criteria set forth in the RFP. An initial evaluation shall be performed for the purpose of identifying the most qualified proposers to participate in discussions with the County. The Purchasing Department may conduct discussions with one or more selected offerors for the purpose of clarifying proposals and further defining the County's requirements. Any such clarification, negotiation, or modification of requirements may be conducted through discussions and no further addendum to the RFP shall be issued. Following completion of discussions, additional evaluation shall be conducted to determine the proposer whose proposal is the best value to the County and to select the offeror for contract award. Information contained in proposals and information obtained through discussions may be considered as part of the final evaluation and award decision.

6.3.2.3 The contract shall be awarded to the offeror whose proposal is determined to be the best value to the County.

6.3.3 Request for Qualifications (RFQ)

An RFQ is a solicitation method used to select the most qualified offeror for services, and in certain cases for complex goods or technology solutions, when the scope of work or specifications cannot reasonably be fully defined without engaging the expertise of the offeror. An RFQ provides for a qualifications-based evaluation process in which vendors are evaluated primarily on professional qualifications, technical capability, experience, demonstrated competence, and/or a solution. The County shall identify the most qualified offeror(s) based on the evaluation criteria set forth in the RFQ. Following identification of the Most Qualified Offeror(s), the County shall engage in discussions to clarify and further define project requirements, develop and finalize the scope of work or specifications, and negotiate a fair and reasonable price for the agreed-upon scope. Price negotiations occur after the Most Qualified Offeror(s) have been selected and the scope has been defined.

6.3.3.1 To the extent permitted by the Colorado Open Records Act (CORA), the identity of competing suppliers and information contained in their proposals shall not be disclosed prior to contract award. After contract award, proposals and associated records may be available for public inspection in accordance with CORA and any applicable statutory exemptions.

6.3.3.2 Responses shall be evaluated in accordance with the requirements and evaluation criteria set forth in the RFQ. An initial evaluation shall be performed for the purpose of identifying the Most Qualified Offeror(s) to participate in discussions with the County. The County may conduct discussions with one or more selected offerors for the purpose of clarification and further defining the County's requirement.

6.3.3.3 Following identification of the Most Qualified Offeror(s), the County shall negotiate with the selectees to develop and finalize the scope of work or specifications, project schedule, and other contractual requirements. The County and the selectees shall negotiate a fair and reasonable price for the agreed-upon scope of work. Following successful completion of negotiations, the County shall award a contract to the offeror who is determined to be the best value to the County.

6.3.3.4 Because participation in the RFQ process may require a significant level of effort by offerors and does not guarantee the award of a contract, the County may, when determined to be in its best interest, include a stipend or proposal preparation fee for Most Qualified offerors. Any such stipend or proposal preparation fee shall be identified in the RFQ and shall be subject to the terms and conditions set forth therein. Stipend shall reflect the offeror's level of effort and complexity of the requirement. Providing a stipend shall require the approval of the Finance Director prior to issuance of the solicitation.

6.3.4 Request for Information (RFI)

An RFI is a formal process used to obtain information from industry vendors regarding products or services for planning and market research purposes. Information received through an RFI may be used to assist the County in developing or refining future statements of work or specifications for subsequent solicitations. An RFI does not result in an award and does not create any preference or advantage for future awards. Issuance of an RFI does not obligate the County to procure any goods or services

6.4 Contents of a Solicitation

A solicitation shall include:

6.4.1 Instructions and information concerning proposal submission requirements and format, including the schedule of solicitation events,

6.4.2 Buyer contact information for questions;

6.4.3 Accurate and thorough description of the Specifications and/or Scope of Work (SOW), drawings, pricing format, and any insurance/bonding requirements;

6.4.4 Method of procurement (IFB, RFP, RFQ) and details of the process, including evaluation methods

6.4.5 Any applicable attachments or exhibits.

6.4.6 Any proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney; and

6.4.7 Contain language identifying that performance of any potential requirement is subject to appropriation for each applicable fiscal year.

6.5 Specification and Scope of Work Requirements (SOW)

6.5.1 The requirements of this section are mandatory for Formal Solicitations and should be followed, to the extent practicable based on complexity, for Informal Solicitations.

- 6.5.2** It is the responsibility of the Requestor, with assistance from and review by, the Purchasing Supervisor, to develop proper specifications and scopes of work for all goods and services.
- 6.5.3** Specifications and SOWs serve as the basis for the procurement process which identify the nature and work to be done so that a bid or proposal can be tailored accordingly. All specifications and SOWs shall be prepared to promote overall economy and encourage maximum competition in satisfying Mesa County's requirements. Specifications and SOWs in the resulting contract define what the County expects from the Contractor and what the Contractor will expect from the County.
- 6.5.4** At a minimum, Specifications and SOWs shall include, as applicable:
 - 6.5.4.1** All required technical specifications that emphasize the functional or performance criteria required to meet the County's needs.
 - 6.5.4.2** Written description that identifies the result(s) that the County seeks to achieve during its performance and/or upon contract completion.
 - 6.5.4.3** Pricing structure and invoicing requirements.
 - 6.5.4.4** How the requirement relates to other applicable County operations.
 - 6.5.4.5** Required warranties.
 - 6.5.4.6** Technical drawings, reference images, or other supporting materials, when necessary.
 - 6.5.4.7** Lengthy specifications designed solely for the purpose of eliminating competition other than those able to supply the particular requirement should not be used except when no other type of specification is suitable.
 - 6.5.4.8** If a procurement includes a Brand Name requirement, the solicitation shall include a written justification of why alternative brands are not acceptable per Section 5.4.
- 6.6 Cancellation of Solicitations**
 - 6.6.1** A solicitation initiated by Mesa County may be canceled, or a solicitation response by a vendor may be rejected, in whole or in part, as specifically identified in the solicitation document or when it is in the best interest of Mesa County.
 - 6.6.2** Each solicitation issued by Mesa County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Mesa County may be rejected in whole or in part when in the best interest of Mesa County.
- 6.7 Withdrawal of Bid**

Withdrawal of a bid by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a bid or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made.
- 7 Types of Contract Vehicles**
 - 7.1 Multiple Year Contract**
 - 7.1.1** A Multiple Year Contract is a contract structure consisting of an initial base year and one or more additional contract years designated as Option Years. The purpose of a Multiple Year Contract is to:

- 7.1.1.1 Promote administrative efficiency by reducing the need for future solicitation efforts;
- 7.1.1.2 Encourage more competitive and stable pricing over time;
- 7.1.1.3 Provide continuity and consistency of service through an established contractor relationship;
- 7.1.1.4 Reduce transition and onboarding costs; and
- 7.1.1.5 Improve the County's ability to forecast and plan budgets for future fiscal years
- 7.1.2 Award of the Option Years does not obligate the County to exercise them.
- 7.1.3 Exercise of any Option Year is contingent upon the availability of funding, satisfactory contract performance, and any future negotiations deemed necessary by the Owner, and shall occur only through mutual agreement of the parties.
- 7.1.4 Annual contracts may include four (4) one (1) year extensions and shall not exceed sixty (60) consecutive months unless approved by the BoCC. Exceptions may include:
 - 7.1.4.1 Long term agreement with other governmental entities.
 - 7.1.4.2 Licensing agreements such as that noted in Section 4.1.20.
 - 7.1.4.3 As agreed to by the County Administrator and the BoCC.
- 7.1.5 When soliciting Multiple Year Contracts the solicitation and contract shall contain language identifying that performance of any potential requirement is subject to appropriation for each applicable fiscal year.
- 7.1.6 Contracts and agreements shall not contain an evergreen clause that allows automatic extension without formal, written consent from the BoCC.
- 7.2 Blanket Price Agreement (BPA)**

A BPA is a contract structure to fulfill anticipated repetitive needs for supplies or services. A BPA establishes a specification, pricing, scope of work, and terms and conditions between the County and one or more qualified vendors through a competitive solicitation.

 - 7.2.1 A BPA is not a contract for a guaranteed quantity of supplies or services and does not obligate County funds.
 - 7.2.2 After a BPA is established, the County may, at its discretion, issue individual Purchase Orders or releases against the BPA for specific requirements during the defined performance period.
 - 7.2.3 The County's financial obligation is limited solely to the value of goods or services authorized and ordered under such Purchase Orders.
 - 7.2.4 Any solicitation to establish a BPA shall include language that the existence of a BPA does not guarantee that the County will order any billable items or services.
 - 7.2.5 A BPA may be established with multiple vendors for the same or similar requirements.
 - 7.2.6 BPAs may be structured as multi-year contracts, including a base period and Option Years -subject to the availability of funding, satisfactory vendor performance, and mutual agreement of the parties.
- 7.3 Cooperative Contracts**

Cooperative Contracts are contracts and/or price agreements that are publicly awarded by a government procurement entity or purchasing cooperative through a competitive award selection process. Examples of Cooperative Contracts include, but are not limited to:

- NASPO ValuePoint
- OMNIA
- Sourcewell
- NACo
- CO State Price Agreements

7.3.1 Procurements conducted through a cooperative contracting vehicle may be exempt from the Competitive Source Selection requirements set forth in Table 4.0; however, such procurements are not exempt from:

7.3.1.1 The Expenditure Approval thresholds identified in Table 4.0, or

7.3.1.2 The requirement to solicit the County's specific requirements, including scope of work or specifications, pricing, and applicable terms and conditions, even when competition is not otherwise required.

7.3.2 If available, competition should be sought amongst, or within, Cooperative Contracts.

7.4 Piggybacking

Piggybacking is a form of intergovernmental procurement in which another governmental entity has completed a Formal Solicitation conducted using a competitive process substantially similar to Mesa County, and has awarded a contract with pricing and terms that authorize use by other governmental entities. Under this method, Mesa County may utilize the contractor awarded through that competitive solicitation without issuing a separate solicitation, if:

- a) Permitted by the originating governmental entity (either expressly stated in its solicitation or approved in writing by its Purchasing Manager) and agreed to by the awarded contractor, Mesa County may utilize the originating contract's pricing and applicable terms and conditions; and
- b) Mesa County's requirements are substantially similar in scope, specifications, and performance requirements to those of the originating solicitation, such that the established contract pricing remains fair and reasonable and does not require material adjustment.

7.4.1 Mesa County may piggyback and enter into a contract directly with the awarded contractor, subject to approval by the Purchasing Supervisor, provided the following are documented:

7.4.1.1 Evidence that the originating procurement was competitively solicited;

7.4.1.2 Confirmation that more than one (1) vendor responded to the solicitation;

7.4.1.3 Written consent from both the originating governmental entity and the awarded contractor to permit piggybacking;

7.4.1.4 Verification that the originating contract is current and actively in performance;

- 7.4.1.5 Confirmation that the awarded contractor agrees to meet Mesa County's insurance requirements; and
- 7.4.1.6 All terms and conditions are acceptable by the Mesa County Attorney's Office.
- 7.4.2 Mesa County may also permit other governmental entities to piggyback on Mesa County contracts provided that:
 - 7.4.2.1 The awarded contractor agrees to allow such piggybacking;
 - 7.4.2.2 The requesting governmental entity independently communicates with the contractor and is solely responsible for administering its own procurement and contract; and
 - 7.4.2.3 Mesa County assumes no liability or responsibility for any claims, damages, costs, losses, expenses, judgments, or other obligations arising from or related to another governmental entity's use of the contract.
- 7.5 **Modification and Change Orders**
 - 7.5.1 Professional Services and Construction contracts shall contain a defined procedure to document any change to the scope of work. The Mesa County Contract Administrator identified in the contract shall be responsible for documenting the change and any resulting changes in the contract value. Contracts shall contain instructions which define the manner in which changes are documented.
 - 7.5.2 No work associated with the proposed Change Order shall commence until approval is granted by the appropriate approving authority defined in Section 7.5.5.
 - 7.5.3 Change Order requiring approval by the BoCC shall first require briefing the proposed change at the public hearing. If the BoCC does not approve of the proposed Change Order, the additional work shall not be authorized by Mesa County. The County may, at its discretion, subject the additional scope of work to a competitive source selection process on a stand-alone basis.
 - 7.5.4 The contract's identified Mesa County Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.
 - 7.5.5 The Mesa County Contract Administrator may incorporate changes that increase the scope of work and/or the contract price with the following exceptions:
 - Professional Service Contracts
 - 7.5.5.1 Total Contract Value Less Than \$150,000
 - A. The Department Director shall approve change orders if the cumulative value of all change orders is less than twenty percent (20%) of the original contract value.
 - B. If the cumulative value of all change orders exceeds twenty percent (20%) of the original contract value, approval by the Purchasing Supervisor shall be required for the proposed change order.

- C. If approval of a proposed change order would cause the total contract amount, including all approved change orders, to exceed \$150,000, the proposed change order shall continue to be governed by Section 7.5.5.1. Thereafter, all subsequent change orders shall be governed by Section 7.5.5.3.

7.5.5.2 Total Contract Value of \$150,000.01 up to \$250,000 *Contracts Originally Awarded Within This Threshold*

- A. The Department Director shall approve change orders, provided that the cumulative value of all change orders does not exceed ten percent (10%) of the original contract value.
- B. Any change order that would cause the cumulative value of all change orders to exceed ten percent (10%) of the original, shall require approval by the County Administrator. All subsequent change orders exceeding this threshold shall likewise require County Administrator approval.
- C. If approval of a proposed change order would cause the total contract value amount, including all approved change orders, to exceed \$250,000, the proposed change order shall continue to be governed by Section 7.5.5.2. Thereafter, all subsequent change orders shall be governed by Section 7.5.5.5 .

7.5.5.3 Total Contract Value of \$150,000.01 up to \$250,000 *Contracts Originally Awarded Below \$150,000 That Reach This Threshold Through Change Orders*

- A. If a contract originally awarded below \$150,000 exceeds \$150,000 through approved change orders, all subsequent change orders shall require approval by the County Administrator.
- B. The County Administrator may authorize the approval authority set forth in Section 7.5.5.2 upon written determination that the contract has been managed appropriately and that the volume or value of change orders does not indicate deficiencies in contract planning, scope development, or contract administration.
- C. If approval of a proposed change order would cause the total contract value amount, including all approved change orders, to reach or exceed \$250,000, the proposed change order shall continue to be governed by Section 7.5.5.3. Thereafter, all subsequent change orders shall be governed by Section 7.5.5.5.

7.5.5.4 Total Contract Value Greater Than \$250,000 *Contracts Originally Awarded Greater Than \$250,000*

- A. The County Administrator shall approve change orders, provided that the cumulative value of all change orders does not exceed ten percent (10%) of the original contract value or Fifty Thousand Dollars (\$50,000), whichever is less.
- B. Any change order that would cause the cumulative value of all change orders to exceed the limit established in Subsection A

shall require approval by the BoCC. All subsequent change orders exceeding this threshold shall likewise require BoCC approval.

7.5.5.5 Total Contract Value Greater Than \$250,000 *Contracts Originally Awarded Between \$150,000 and \$250,000 That Reach This Threshold Through Change Orders*

- A.** If a contract originally awarded between \$150,000 and \$250,000 reaches or exceeds \$250,000 through approved change orders, all subsequent change orders shall require approval by the BoCC.
- B.** The County Administrator may authorize continued processing under the approval authority set forth in Section 7.5.5.4 upon written determination that the contract has been managed appropriately and that the volume or value of change orders does not indicate deficiencies in contract planning, scope development, or contract administration. Such determination shall be documented in the change order request

Capital Construction Projects

The Departmental Director shall approve change orders, provided that the cumulative value of all change orders does not exceed twenty-five percent (25%) of the original contract value.

7.5.5.6 Capital Construction Contracts with an Original Award Value less than \$50,000

- A.** If a proposed change order would cause the cumulative value of all change orders to exceed twenty-five percent (25%) of the original contract value, the change order shall require approval by the Purchasing Supervisor.
- B.** If approval of a proposed change order would cause the total contract value, including all approved change orders, to exceed Fifty Thousand Dollars (\$50,000), the proposed change order shall continue to be governed by Section 7.5.5.6. Thereafter, all subsequent change orders shall be governed by Section 7.5.5.7.

7.5.5.7 Capital Construction Contracts with an Original Award Value of \$50,000 up to \$400,000

- A.** If a proposed change order would cause the cumulative value of all change orders to exceed twenty-five percent (25%) of the original contract value, the change order shall require approval by the BoCC.
- B.** No work associated with the proposed Change Order shall commence until approval is granted by the BoCC.
- C.** If the BoCC does not approve the proposed Change Order, the additional work shall not be authorized by Mesa County, or the additional scope of work may be subjected to a competitive source selection process on a stand-alone basis.
- D.** If approval of a proposed change order would cause the total contract value, including all approved change orders, to exceed

Four Hundred Thousand Dollars (\$400,000), the proposed change order shall continue to be governed by Section 7.5.5.7. Thereafter, all subsequent change orders shall be governed by Section 7.5.5.8.

7.5.5.8 Capital Construction Contracts with an Original Award Value Greater Than \$400,000

- A.** If a proposed change order would cause the cumulative value of all change orders to exceed ten percent (10%) of the original contract value or Two Hundred Fifty Thousand Dollars (\$250,000), whichever is less, the change order shall require approval by the BoCC.

8 Public Works and Capital Construction Projects

This section applies to County contracts for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, or other public works or public improvement, including Capital Construction Projects. Its requirements apply in addition to, and control over, any general provision of this Policy to the extent of a conflict, because they reflect mandatory requirements of Colorado law that bind the County regardless of this Policy.

8.1 Performance and Payment Bonds

8.1.1 For any contract less than \$50,000- the County may require a bonding, reflective of the applicable risk, when it determines doing so is in the County's best interest.

8.1.2 For any contract \$50,000 or greater- the awarded contractor shall, before commencing work, furnish a performance bond and a payment (labor and material) bond with good and sufficient surety approved by the County, each in a penal sum of at least one-half of the total contract price, in accordance with C.R.S. sections 38-26-105 and 38-26-106. For purposes of this section, a good and sufficient surety shall be authorized to transact surety business in Colorado and otherwise acceptable to the County.

8.1.3 The Purchasing Department shall verify that required bonds are in place and route through Risk for review before issuing a notice to proceed.

8.2 Partial Payments and Retainage

8.2.1 Any public works contract exceeding \$150,000, the County shall authorize partial payments of amounts due at the end of each calendar month, or as soon as practicable, for work satisfactorily performed, and shall pay at least ninety-five percent of the calculated value of completed work.

8.2.2 Retainage shall not exceed five percent of the contract price, consistent with C.R.S. section 24-91-103.

8.2.3 Withheld amounts may be retained until the contract is completed satisfactorily and finally accepted.

8.3 Final Settlement

8.3.1 Upon satisfactory completion and final acceptance, the County shall make final settlement in accordance with C.R.S. sections 24-91-103 and 38-26-107, including publication of the required notice of final settlement and withholding of sufficient funds to satisfy any verified claims for labor or materials filed within the statutory period.

8.3.2 Final payment of withheld amounts shall be made after expiration of the claim period and resolution of any timely claims, and only after any written surety approval required by applicable law has been obtained.

8.4 Subcontractor Payment

8.4.1 A contractor receiving payment under this section shall promptly pay each subcontractor the amounts actually received that are attributable to that subcontractor's work, consistent with C.R.S. section 24-91-103.

8.5 The Purchasing Department and the County Attorney's Office shall ensure that solicitations and contracts for public works incorporate the bonding, retainage, partial-payment, and final-settlement requirements of this section. Nothing in this Policy waives any requirement imposed by Colorado law on County public works contracting.

9 Evaluation

The procedures for this section are required for Formal Solicitations. For Informal Solicitations, these procedures are recommended best practices but are not mandatory unless complexity or risk is identified.

9.1 The Purchasing Department conducting the solicitation shall first review all proposals to determine responsiveness. Responsiveness includes timely receipt and compliance with the material requirements of the solicitation.

9.2 Only responsive proposals shall be provided to the Evaluation Committee or Source Selection Official.

9.3 The individual performing the review stated in 8.1 should not serve as an evaluator for the same solicitation. Only proposals determined to be responsive shall proceed to evaluation.

9.4 Evaluation may be conducted by a single qualified evaluator or by a committee that may include County employees, external stakeholders, or subject matter experts. Any individuals with any connection to a solicitation response shall not serve as an evaluator. All evaluators shall disclose any actual or potential conflicts of interest prior to participation.

9.5 Members of the Evaluation Committee shall work independently when evaluating proposals.

9.6 Evaluations shall be conducted in accordance with the criteria stated in the solicitation. All independent evaluation materials, including score sheets and notes, constitute the official evaluation record and shall be maintained in accordance with Section 10 .

9.7 A County employee shall serve as the Source Selection Official. The Source Selection Official shall participate in the evaluation process of all responsive proposals.

9.8 After reviewing all independent evaluations, the Source Selection Official may confer with the Evaluation Committee as needed for discussion and shall make the final selection in accordance with the solicitation criteria.

9.9 Prior to making a selection, the Source Selection Official may request clarifications or negotiations as permitted based on the type of solicitation as described in Section 6.

9.10 The selection determination shall be documented in writing and included in the procurement file per Section 10.

10 Award of Contract

- 10.1** Any contract shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest-price Offeror being selected.
- 10.2** In the event that all bids received exceed available funds, the Purchasing Department is authorized, in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price and/or the Scope of Work.
- 10.3** All contracts and agreements must include the County's standard contractual terms as approved by the County Attorney.
- 10.4** Contracts or agreements that incur liability for the County must include evidence of insurance and be approved by Risk Management.

11 Documentation and Procurement Files

- 11.1** A procurement file shall be maintained for every procurement conducted under this Policy. The procurement file shall contain sufficient documentation to demonstrate compliance with this Policy.
- 11.2** The procurement file shall include, as applicable:
- Requisition;
 - Final SOW/Specifications;
 - Solicitation and all addenda content;
 - All bids, proposal, or quotes received;
 - Evaluation and source selection materials;
 - Documentation of required approvals;
 - Sole source or competition waiver justifications;
 - Insurance and/or bonding documentation;
 - The executed contract;
 - Change Order or contract modification materials;
 - Any protest, claims or dispute documentation;
 - Contract closeout materials; and
 - Any Information necessary to support the procurement.
- 11.3** Procurement files shall be retained in accordance with Mesa County record retention requirements.

12 Protest

Any Offeror, submitter of a proposal, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. Protestors shall initially seek resolution of their complaints with the Purchasing Supervisor.

- 12.1** A protest with respect to the solicitation of a Formal Solicitation shall be submitted in writing to the Purchasing Supervisor prior to the solicitation closing date. The filing of a protest shall not automatically stay or extend the solicitation or evaluation process. The Purchasing Supervisor may suspend, postpone, or continue the solicitation, evaluation, or award process pending resolution of the protest, as determined to be in the County's best interest. The Purchasing Supervisor shall provide a written decision within two (2) business days.
- 12.2** A protest with respect to the evaluation, recommendation, or award of a contract shall be submitted in writing to the Finance Director within ten (10) business days after such

aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, the Finance Director shall call the matter to the County Administrator's and the County Attorney's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.

12.2.1 The Finance Director shall issue a written decision stating the basis for the determination and informing the protestor of any appeal rights. The decision shall be final unless a written appeal to the BoCC is delivered within five (5) business days of the date of receipt of the Finance Director's written decision.

12.2.2 If prior to award or after the closing date for receipt of proposals, the Finance Director determines that a solicitation is in violation of state or federal law, the solicitation or proposed award shall be canceled or revised to comply with applicable law.

12.2.3 If after an award the Finance Director determines that a solicitation or award of a contract was in violation of applicable law, the contract may be declared void.

12.3 If for any reason collusion or other anticompetitive practices are suspected among Offerors or submitters of proposals, a notice of the relevant facts shall be transmitted to the Mesa County Attorney's Office, which then may be transmitted to the Colorado Attorney General and/or the Mesa County District Attorney

12.4 No protest shall be accepted or considered if the solicitation has been formally canceled or closed without award. Upon issuance of a written notice of cancellation or closure without award, any pending protest shall be deemed moot and no further administrative review shall be required

13 Contract Claims

13.1 For purposes of this Section, "claims" include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, interpretation of contract terms, or any other cause for contract modification, adjustment, or cancellation.

13.2 Any person with a claim against the County must comply with Colorado Revised Statutes.

13.3 All claims by a contractor against Mesa County relating to a contract, except bid protests, shall be submitted in writing to the Mesa County Finance Director for review and resolution prior to the commencement of any action in a court of competent jurisdiction. It is the intent of this Section that the Finance Director, working with the County Attorney, shall make reasonable efforts to resolve or settle claims administratively before the matter proceeds to litigation. Compliance with this administrative claims procedure is a condition precedent to the initiation of any judicial action arising out of or relating to the contract.

13.4 Upon receipt of a written claim, the Finance Director shall review the matter and provide a written decision within twenty (20) business days after receipt of the claim, stating the basis for the determination and informing the contractor of the right to appeal.

13.5 The decision of the Finance Director shall be final unless a written appeal is delivered to the BoCC within five (5) business days from the date of receipt of the final written decision.

13.6 If the Finance Director does not issue a written decision within twenty (20) business days after receipt of the claim, or within a longer period as agreed upon by the parties, the contractor may proceed as if an adverse decision had been received.

14 Disposal

14.1 The final step in the procurement cycle is the disposal of surplus or obsolete items when it is determined that these items have reached the end of their useful life to the County. The following methods of disposal may be utilized, upon approval of the Finance Director, to repurpose, recycle or dispose of surplus or obsolete items when it is in the best interest of the County to do so:

14.1.1 Transfer items to another County Department.

14.1.2 Sell items to the highest Offeror at advertised public or online auctions.

14.1.3 Donate items to other governmental entities or nonprofit organizations.

14.1.4 Salvage or recycle scrap items and deposit proceeds back into the Fund in which the property originated.

14.1.5 County sponsored Surplus Property Sales.

14.1.6 In the event that no monetary offers are received the Finance Director may negotiate a sale.

14.2 Mesa County employees may bid on surplus property at advertised public auctions or sales, however, County employees may not purchase surplus property through a negotiated sale of any type.

14.3 The disposal of surplus property must be approved by the Finance Director and coordinated through the Facilities, Information Technology (IT), or Fleet Management Departments.

14.4 Property seized by the Sheriff's Office or property that has come into the possession of the Sheriff's Office may be disposed of in accordance with policies maintained by the Mesa County Sheriff.

15 Use of County ERP System

15.1 To ensure compliance with Mesa County Capital Asset Management Policy, all procurements equal to or greater than \$5,000 require the creation and use of a Purchase Order (or Supplier Contract) in the ERP system.

15.1.1 Purchase Orders may be required for lesser dollar value additional asset categories such as: weapons, IT equipment, cell phones, optical devices, and others- see Mesa County Capital Asset Management Policy.

15.2 A Purchase Order may function as the confirmation of procurement between the County and the vendor if an Informal Solicitation procedure was used.

15.3 Multi-year procurements require the use of a non-fund obligating Supplier Contract. The Supplier Contract shall contain each Option Year as its own line. As Option Years are exercised a Purchase Order shall be used to obligate the funds.

15.4 When a procurement is conducted with restricted competition, the document that justifies the restriction shall be attached in the associated business process that completes the requirement.

15.5 Procurements meeting the threshold for Informal Solicitation (Table 4.0) shall have attached the documentation of the three (3) quotes received.

- 15.6** When this Procurement Policy requires the approval of the BoCC the associated Purchase Order or invoice shall have the BoCC's approval documentation attached.
- 15.7** When this Procurement Policy requires the approvals identified in Table 4.0, the executed contract or approval documentation shall be attached in the ERP business process so that users can identify and trace subsequent transactions, including invoices and payments, to the associated approved contract or authorization.

16 Addenda

- 16.1** The following addenda provide additional requirements to this Procurement Policy:
- Addendum 1: Federal Transit Administration (FTA) Procurement Policy and Procedures October 1, 2018
 - Addendum 2: Federal Funds Procurement Policy July 22 2019

17 Revision History

Date:

7/24/2006

7/7/2008

8/29/2011

5/18/2015