AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Procurement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached draft policy.

Fiscal Impact: See document.

Submitted by: Katherine Haase for Finance **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this draft has been thoroughly reviewed over the last few months by the Manager, Finance and Attorney team. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/12/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 2/13/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/13/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/13/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/18/2020

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2020-6

A RESOLUTION ADOPTING THE GUNNISON COUNTY PROCUREMENT POLICY

WHEREAS, Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County currently has several procurement documents and policies, which include partial and/or contradictory information; and

WHEREAS, the attached Gunnison County Procurement Policy (Exhibit A) was created to reflect Gunnison County's current practices, which conform to State and Federal guidelines and regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The attached Gunnison County Procurement Policy (Exhibit A) is adopted;
2. The following existing policies are hereby rescinded and deleted, effective immediately:
    a. Policy 89-1, *Policy Regarding the Purchase of Office Supplies and Materials* (Exhibit B), adopted by the Board of County Commissioners on October 31, 1989; and
    b. Any and all other official procurement-related policy documents previously utilized by the organization.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of February 18, 2020.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
John Messner, Commissioner

_____
Roland Mason, Commissioner

Attest:

_____
Deputy County Clerk

EXHIBIT A

Policy Name:	Gunnison County Procurement Policy			**Policy Number:**	1.2.1.3
Approval Authority:	Gunnison County Board of County Commissioners			**Adoption Document**	Resolution #2020-6
Date of Initial Adoption:	2/18/2020	**Effective Date:**	2/18/2020	**Policy Custodian:**	Administration Department
Last Review / Revision Date:	N/A	**Review Frequency:**	Every one (1) year.	**Next Review Due:**	2/18/2021

PURPOSE

The purpose of Gunnison County's procurement Policy is to:

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

SCOPE

This policy applies to the entire Gunnison County organization, including all departments and offices, and to the procurement of all goods and services required by the County, irrespective of the source of the County funds.

DEFINITIONS

- **Award** is the acceptance of a quote or proposal by the execution of a written agreement.
- **Bidder** is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.
- **BOCC** is the Gunnison County Board of County Commissioners.
- **Brand Name or Equal Specification** is a bid specification that identifies a particular manufacturer's product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allow vendors to submit equivalent products.
- **Brand Name Specifications** means a bid specification limited to a particular manufacturer's brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. In certain instances, County efforts to gain efficiencies through standardizing on certain brand of products may justify the use of a brand name specification in a bid solicitation.
- **Contract** includes contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and any other contract executed by Gunnison County or Procurement Card (P-Card) transaction in which County funds are used to acquire goods or services.
- **Contractor** is any person or company having a contract with Gunnison County.
- **County Manager** is the person serving in the position of County Manager, except that the County Manager may delegate authority for specific purchases to another

employee.

- **Direct or Indirect Participation** is the involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- **Financial Interest** is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business. Employees who may serve as a voting member on a non-profit board or commission that receives funding from Gunnison County must recuse themselves from any monetary decisions involving the County.
- **Gratuity** is a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
- **Immediate Family** is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in- law and step relationships.
- **Invitation for Bid (IFB)** is the process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.
- **Procurement** is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County. Though the terms "Procurement" and "Purchasing" are often used interchangeably, "Purchasing" is only one phase of the procurement cycle. Procurement consists of:
    - Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
    - Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
    - Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.
- **Procurement Process** is the series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.
- **Request for Information (RFI)** is a written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the County for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.
- **Request for Proposal (RFP)** is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Gunnison County based on the contractor's interpretation of the RFP specifications and statement of work. The terms of the proposals upon submission are open to negotiation.
- **Request for Qualifications (RFQ)** is the formal process for the County to solicit statements of qualifications of potential service providers allowing potential service providers an opportunity to make representations concerning services they render; without any obligation on the part of the County to purchase such services.
- **Scope of Work (SOW)** describes the specific service requirements and expectations applicable to a contractor concerning particular goods and/or services being procured by the County. The SOW identifies responsibilities of both the County and the Contractor.
- **Services** are the furnishing of labor, time, materials, tools and/or equipment by a

contractor which involves the delivery of a specific end result related to the performance criteria in the contract.

- **Specification** is any description of the physical or functional characteristics or description of the unique nature of a product or service.
- **Surplus Property** is any County-owned property that is no longer functional (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any County department.

POLICY STATEMENTS

General

When the procurement involves the expenditure of State or Federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, State or Federal laws/regulations as they pertain to the State or Federal assistance, grant or contract funds.

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

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

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

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

Ethical Standards

All Gunnison County officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. §24-18-101, et seq., the rules concerning interests in contracts contained in C.R.S. §24-18-201, 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.

A Gunnison 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 substantially his or her personal financial interests; or
- Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. §24-18-104, including, without limitation, any gift with a value in excess of the amount of $65.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.

A Gunnison County official or employee should not, within six months following the termination of his or her office or employment with Gunnison County, obtain employment in which he or she will take direct financial advantage, unavailable to others, of matters with which he or she was directly involved during his or her 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.

A Gunnison County official or employee should not perform an official act directly and substantially 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.

A Gunnison County official or employee is prohibited from assisting or enabling members of his or her immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift or substantial value from a person whom the official or employee is in a position to reward with official action or has rewarded with official action in the past.

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.

Vendor Requirements
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, or service, either presented or promised.

All bidders, vendors, potential suppliers, contractors or subcontractors shall complete a disclosure of interest form to inform of any County Employees' personal interest in the respective procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate.

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.

Architects or engineers contracted by the County may not directly or indirectly furnish building materials, supplies or equipment for any structure on which they are providing professional services, unless the provision has been formally included in the service contract.

Contemporaneous Employment Prohibited
No County employee directly or indirectly involved in the County's procurement process shall engage in any outside employment or other activity that is a conflict of interest with the proper discharge of the employee's County office or position.

Conflict of Interest Waiver
The County Manager, in consultation with the County Attorney, may grant a waiver from the above Employee Requirements provisions upon making a determination that:

- The conflict or financial interest has been disclosed;
- The employee will be able to perform their procurement function without actual or apparent bias or favoritism, and without a violation of State or Federal law; and
- The award will be in the best interests of Gunnison County.

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. Any employee involved in a breach of ethical standards may also be disciplined in accordance with Section 6 of the Gunnison County Employee Handbook.

Authority

* **Board of County Commissioners** – The Board of County Commissioners shall

establish the policy for all procurement conducted by Gunnison County government.

* **The County Manger** – The County Manager is responsible for ensuring compliance with this Procurement Policy. Also, the Gunnison County Manager has contract execution authority as governed by Policy #1.2.1.2, Gunnison County Manager Contract-Execution Authority Policy.
* **Department Directors** – Department directors shall be delegated purchasing authority and responsibility as set forth, and department directors may delegate purchasing authority to department staff as required.

Expenditure Approval and Source Selection Requirements
The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to $9,999[1]	Department Director	No competitive IFB, RFI, RFP and/or RFQ required.
$10,000 - $124,000[2]	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.
Greater than $124,000[2]	BOCC	Formal, advertised bid (IFB or RFP).

1. Department Director purchasing/selection authority does not give them contracting/signatory authority. All normal contracting processes must be followed.
2. Policy 1.2.1.2 outlines the County Manager's contract-execution authority, which includes an automatic annual CPI adjustment. Therefore, the authority granted in Policy 1.2.1.2 will prevail in any conflict between the above maximum expenditure amount shown for the County Manager and the corresponding threshold for requiring BOCC approval.

Additional Table Notes:

- *County staff will exercise due diligence to ensure competitive pricing for all purchases.*
- *All thresholds above are per total transaction cost not per item.*
- *Adequate current year budget appropriation required for all purchases.*
- *Expenditures involving County facilities including leases, rentals, maintenance, furniture, or vehicles must be coordinated with Facilities and/or, Fleet.*
- *Expenditures involving computer or phone equipment, hardware, software, peripherals, subscriptions, or professional services must be coordinated with IT Department.*
- *Expenditures involving insurance claim purchases or services must be coordinated with Finance, County Attorney and Facilities or Fleet Managers.*
- *Expenditures involving legal purchases or services require approval from the County Attorney.*
- *In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected.*

Documented Competitive Bids or Competitive Source Selection
In competitive bidding, the following may be required, as applicable:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, and the address of the office to which bids are to be delivered;
- The project description that includes the Specifications and/or Scope of Work (SOW)

and all drawings;
- The basis of award, delivery, or performance schedule, and inspection and acceptance requirements;
- The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney;
- A schedule of all applicable deadlines and key dates; and
- C.R.S. §43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor's bond.

Sole Source Procurements
If a competitive process is required, a department director may recommend and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with the assistance from the Finance Director, if requested, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

Invitation for Bid (IFB) Requirements
The responsible department will prepare and publish an IFB solicitation package that shall, at minimum, include:
- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered; and
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW) and any drawings.

All bids shall be unconditionally accepted without alteration or corrections, except as specifically authorized elsewhere in these procedures. Bids shall be evaluated based on the requirements set forth in the IFB document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Potential suppliers responding to an IFB may be contacted by the department director or designee prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements.

Request for Proposal (RFP) Requirements
The responsible department will prepare and publish an RFP solicitation package that shall, at minimum, include:
- Instructions and information to the proposer concerning proposal submission requirements, including the time and closing date and the address of the office to which proposals are to be delivered;
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW), any drawings, and any insurance/bonding requirements;
- The evaluation factors and their relevant importance, and
- A schedule of all deadlines and key dates.

The source selection process for RFP's is the same as identified for IFB's and RFQ's with two (2) exceptions:
- The record that is prepared, containing information on the proposals received and other associated information, may or may not be disclosed until after award of the contract, depending on the County's best interests.
- The identity of competing suppliers, and the associated information derived from their RFP responses, may or may not be disclosed to any competing RFP respondent prior to award of the contract, depending on the County's best interests. After award of a

contract, all information (with the exception of proprietary business and financial information) received from all vendors who responded to the RFP shall be considered public information and shall be available for public review upon request.

Request for Qualification (RFQ) Requirements
The responsible department will prepare and publish an RFQ solicitation package that shall, at minimum, include:

- Instructions and information to the potential supplier concerning submission requirements, including the time and closing date and the address of the office to which responses are to be delivered.

Public Notice of RFP or RFQ
In cases where an RFP or RFQ is used, adequate public notice of at least seven (7) days will be provided on the Gunnison County website to allow potential suppliers an opportunity to respond to the respective RFP or RFQ document. Public notices for construction work must be published fourteen (14) days prior to the RFP or RFQ closing date. Advertisement in additional publications or locations is optional.

Exceptions to Competitive Selection Requirements
The following are exempt from competitive source selection:

- Notwithstanding any other provisions of this Gunnison County Procurement Policy, the County Manager may make, or authorize others to make, emergency procurements of goods or services up to the expenditure limit outlined in Policy #1.2.4.3.1, currently $250,000, when there exists a threat to public health, welfare or safety, and/or the expenditure limit outlined in Policy #1.2.1.2, currently $124,000, when there exists an urgent need to support the County's delivery of essential services and limit interruption of operations, and:
    - The emergency procurement is made with as much competition as is practical under the circumstances;
    - Sufficient budgeted and appropriated funds are available; and
    - The emergency purchase is placed on the next regularly scheduled BOCC meeting for ratification.
- Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
- Governmental agency agreements that facilitate payments (or reimbursements) between Gunnison 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 Gunnison County receives goods, services, or other values there under*. (i.e., emergency search & rescues, cities, counties, public education institutions, etc.).*
- Mileage and personal reimbursements to County officials or employees or individuals for expenses paid out-of-pocket as stated in the Gunnison County Travel Policy.
- Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
- Education and training fees paid for training of Gunnison County officials or employees.
- Expert witness and transcript services for the County Attorney or Sheriff.
- Licensed professionals such as attorneys, specialty engineers, surveyors and medical professionals.
- Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
- Goods or services that are available via prior awarded bid to a governmental entity in the State of Colorado.
- Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

Waiver of Competitive Source Selection Requirements
Requirements outlined in these procedures may be waived by the County Manager when the same or similar supply or service has been put out to bid by Gunnison County (or other Government entities) within the last six (6) months.

The competitive source selection process may be waived by the County Manager upon a determination that the IFB or RFP requirements would cause undue delay or hardship for a County department, a delay that contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Gunnison County.

Cancellation of IFB, RFP or RFQ
An IFB, RFP, RFQ or other type of solicitation initiated by Gunnison County may be cancelled, 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 Gunnison County. Each solicitation issued by Gunnison County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Gunnison County may be rejected in whole or in part when in the best interest of Gunnison County.

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 within their bid.

Award of Contract
Any contract or purchase order shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected. In the event that all bids received exceed available funds, the department director 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 with one or more of the bidders.

Bid Protests, Claims, Remedies, and Non-responsibility
Any bidder, 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 Gunnison County. A protest with respect to an IFB, RFP or RFQ shall be submitted in writing prior to the opening of solicitations or the closing date of solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals.

The protest shall be submitted in writing to Gunnison County within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, Gunnison County shall call the matter to the County Manager'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.

If prior to or after the bid opening or the closing date for receipt of proposals, it is determined that a solicitation is in violation of State or Federal law, the solicitation or proposed award shall be cancelled or revised to comply with applicable law.

Brand Name or Equal Specification
Because the use of a brand name specification is restrictive, it may only be used when the brand name will satisfy the County's needs, and:

- No other design, performance specification or qualified product list is available;
- Time does not permit the preparation of another form of product description;

- The nature of the product or the nature of Gunnison County's requirements makes use of brand name or equal specification suitable for the procurement; or
- It is in Gunnison County's best interest due to compatibility with existing products.

Non-restrictive Use of Brand Name or Equal Specification
When a brand name or equal specification is used in a bid document, the bid document shall include language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Contract Administration
All contracts and agreements must include the County's standard contractual terms as approved by the County Attorney. Contracts or agreements that incur liability for the County must include evidence of insurance and be approved by the County Attorney.

Annual contracts may include extensions. Multi-year contracts may also be approved, but they are subject to annual appropriation.

Professional Service Contracts
Professional Services Contracts, including the initial term and all available extension options, may be approved by the County Manager. Exceptions to Professional Services Contract terms:

- Long-term agreements with other government entities
- Licensing agreements
- As agreed to by the County Manager

Change Orders to Professional Services and Capital Construction Contracts
Professional Services and construction contracts shall contain a defined procedure to document any change to the Scope of Work. The Gunnison 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.

The contract's identified Gunnison County Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.

The contract's identified Gunnison County Contract Administrator may incorporate changes that increase the scope of work and/or the contract price if the proposed change results in a total contract value of no more than $49,999. Changes that increase the total contract value to $50,000 or more must be preapproved by either the County Manager or, if the change exceeds the County Manager's contracting authority, the BOCC.

Contract Claims
All claims by a contractor against Gunnison County relating to a supply contract, except bid protests, shall be submitted in writing to the County Manager for a decision. The contractor may request a conference with the County Manager on the claim. Claims include, without limitation, disputes arising under a supply contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

Authority to Settle Bid Protests and Contract Claims
The Gunnison County Manager is authorized to settle any protest regarding the solicitation or award of a Gunnison County supply contract, or any claim arising out of the performance of a Gunnison County supply contract.

The Gunnison County Manager will review the contract claim and a written decision shall be

promptly issued. The decision shall state the basis for the decision reached.

If the Gunnison County Manager does not issue a written decision regarding any controversy within twenty (20) business days after written request for a final decision, or within a longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

Disposal of Surplus Property
Policy #5.1.3, the Gunnison County Surplus Disposition Policy, outlines the final step in the procurement cycle, which is the disposal of personal or real property that exceeds Gunnison County's needs and is not required for Gunnison County's foreseeable needs.

COMPLIANCE
This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- C.R.S. §24-18-101; Legislative Direction
- C.R.S. §24-18-104; Rules of Conduct for All Public Officers, Members of the General Assembly, Local Government Officials, and Employees
- C.R.S. §24-18-201; Interests in Contracts
- C.R.S. §24-103-202; Invitation for Bids
- C.R.S. §43-2-209; Contract for Work on Highways – Advertise for Bids
- Article XXIX of the Colorado State Constitution
- Gunnison County Policy #1.2.1.2 – Gunnison County Manager Contract-Execution Authority Policy
- Gunnison County Policy #1.2.4.3.1 – Gunnison County Emergency and Disaster Management Procedures
- Gunnison County Policy #4.3.1 – Gunnison County Employee Handbook
- Gunnison County Policy #5.1.3 – Surplus Property Disposition Policy

October 31, 1989

Gunnison County Board of Commissioners Policy 89-1

POLICY REGARDING THE PURCHASE OF OFFICE SUPPLIES AND MATERIALS

Pursuant to C.R.S. 30-11-110, which addresses purchases by counties of books, stationery, records, printing, lithography or supplies, the Gunnison County Board of Commissioners has adopted the following policy:

1) County department heads, elected officials and other employees shall make every effort to procure books, stationery, records, printing, lithography or supplies from local vendors when the net cost is within 5% of supplies procured and delivered by a company outside of Gunnison County.

2) If a certain item is not available from a local vendor, County department heads, elected officials and other employees shall make every effort to procure the above stated items from persons or companies whose place of business is in Colorado. Whenever a purchase is made from a vendor outside the State of Colorado, a written justification must accompany a purchase order and shall, when possible, include three quotations from Colorado vendors for the same products.