

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 08 / 28 / 20

Date of meeting 09 / 16 / 20

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Cheryl Hughes, Contract Procurement Officer

Address: 1123 Lake Street, Sandpoint, ID 83864

Phone number and email address: chughes@sandpointidaho.gov

Authorized by: Jennifer Stapleton

name of City official

City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: City of Sandpoint Procurement Policy Update

Summary of what is being requested: Language is being added to the Procurement Policy adopted by City Council in May 2020. The added language covers emergency situation service or repairs and

outlines the process for approval of these emergency service or repairs and the contract requirement.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? **Yes or No**

If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?
Yes or No

City Staff - Divisions

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan:

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

5. Have all the affected departments been informed about this agenda item? **Yes or No**

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: September 16, 2020

TO: MAYOR AND CITY COUNCIL

FROM: Cheryl Hughes, Contract Procurement Officer

SUBJECT: Procurement Policy Update

DESCRIPTION/BACKGROUND: City Council adopted the City of Sandpoint Procurement Policy in May 2020. After utilizing the policy for several months, one area that is not addressed within the current policy of language that covers emergency situation service or repairs. This updated language outlines the process for approval of these unforeseen emergency service or repairs and the subsequent contract requirement.

The added language is placed within Section V. *PROCUREMENT PROCESS AND SIGNATURE AUTHORITY*, Subsection F – *Additional Requirements to Sections Above*, Paragraph 2. The added language reads as follows:

2. All services and/or repairs must have a contract, no exceptions. If service and/or repairs are considered an emergency situation, the Division Head must send a written request to the City Administrator requesting the service and/or repair begin without a fully executed contract. The City Administrator must approve this emergency service and/or repair. In such emergency situations approved by the City Administrator, the Contractor must provide insurance certificates prior to commencement of service and/or repair and the contract shall be executed concurrently with the service or repair. An emergency situation does not alleviate the necessity for a fully executed contract.

STAFF RECOMMENDATION: Staff recommends City Council consider approving the added language to the City of Sandpoint Procurement Policy originally approved by City Council in May 2020 to include language that covers emergency situation service or repairs and outlines the process for approval of the emergency service or repairs and the contract requirement.

ACTION: Staff asks City Council to approve the added language to the City of Sandpoint Procurement Policy originally approved by City Council in May 2020 to include language that covers emergency situation service or repairs and outlines the process for approval of the emergency service or repairs and the contract requirement.

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

Resolution
City of Sandpoint Procurement Policy

No: 20-
Date: September 16, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: CITY OF SANDPOINT PROCUREMENT POLICY UPDATE

WHEREAS: City Council adopted the City of Sandpoint Procurement Policy in May 2020 by Resolution No. 20-026;

WHEREAS: After utilizing the policy for several months, it has been determined that one area not addressed within the current policy is language that covers emergency situation service or repairs; and

WHEREAS: The Policy has been updated with language outlining the process for approval of these unforeseen emergency service or repairs and the subsequent contract requirement.

NOW THEREFORE BE IT RESOLVED THAT: The updated City of Sandpoint Procurement Policy, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved and adopted, effective immediately.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk



CITY OF SANDPOINT PROCUREMENT POLICY

Approved May 20, 2020
by City Council
Updated:
September 16, 2020

I. GENERAL

A. MISSION

The City of Sandpoint is committed to protecting the integrity of the procurement process and seeking out resources in order to secure the highest quality goods, services, and construction in the most ethical and responsible manner for the benefit of the community.

B. GOVERNING AUTHORITY

The Central Services Division shall be responsible for the implementation and administration of this Policy. Subject to the provisions of this Policy, the Contract Procurement Officer shall serve as the principal office for the procurement of goods, services, and construction required by the City. All changes to this Policy shall be approved by the City Council.

C. PURPOSE

This Policy establishes a centralized procurement system for the City of Sandpoint to direct the purchases of goods, services, and construction the purpose of which is to:

1. Establish rules governing procurement by the City of Sandpoint;
2. Promote public confidence in the integrity and transparency of the procedures followed to procure goods and services required by the City;
3. Ensure fair and equitable treatment of all persons who participate in the procurement process; and
4. Maximize value in procurement activities.

D. OBJECTIVES

1. Provide a uniform system to procure supplies, materials, equipment, services, and construction in an efficient and timely manner;
2. Utilize and support local suppliers, contractors, and consultants to the greatest extent possible while still maximizing the value of the goods or services
3. Dispose of surplus of goods and equipment in a manner which brings the most value to the surplus items;
4. To establish responsibility and accountability of City resources;
5. Comply with State of Idaho procurement statutes;

E. SCOPE

This Policy applies to procurement of:

1. Supplies, materials, and equipment
2. Non-professional services
3. Professional services
4. Public Works construction projects

This Policy is not applicable to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase of goods, services, or construction, other requirements may be applicable different from this Policy, which may be more restrictive and those requirements would apply in place of what is stated within this Policy. Consultation with Grants Administrator is required for any grant funded purchases of goods or services.

F. CONTROLLING LAW

All procurement shall comply with applicable federal, state, and City laws, rules, regulations, and policies. Any federal or state laws, regulations, grants, or other requirements more restrictive than within this Policy, such laws, regulations, grants, or requirements must be followed.

G. ETHICS

1. Conflicts of Interest and Gifts

The City is committed to providing a fair, equitable, and transparent procurement process. All staff and elected or appointed officials participating in a solicitation and/or award process shall be aware of any perceived or actual conflicts of interest and avoid such actual or perceived conflicts of interest influencing the solicitation and/or award process.

All gifts, including meals, could be perceived as influencing performance of official duties; a reward for awarding a contract or purchase agreement; or offered to influence, find favor, or with a reasonable expectation of creating an obligation to the giver. All vendors, contractors, and consultants are prohibited from offering gifts during the solicitation and contract award process and staff is prohibited from accepting any such gifts if offered. See Idaho Ethics and Government Act §74-401, and 74-501, et seq.

2. Former Employees as Vendors/Contractors/Consultants

Staff must obtain authorization from their Division Head, who is to obtain authorization from the City Administrator and/or Mayor, before entering into any contract or purchase agreement with a former City employee, which may create an actual or perceived conflict of interest. Legal Counsel should be consulted prior to entering into such contract or purchasing agreement.

II. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in development of specifications shall consider any and all actual or perceived conflicts of interest and public accountability rules, laws, or regulations.

A. Public Disclosure

The City's procurement process, including all submittals, written communications, materials, information, decisions, and notes relative to the process are all considered public record and subject to public disclosure unless an exemption applies under Idaho Public Records Act §74-101 et seq.

B. Maintain Confidentiality

Documents, decisions, information, and opinions are generally to be kept confidential, except as required for disclosure under the Idaho Public Records Act. Staff is not to share information other than with City staff directly involved in the evaluation and selection process. Only after receiving approval of Contract Procurement Officer or City Administrator and/or Mayor may staff members directly involved in the evaluation and selection process contact respondents to solicitations seeking additional information and clarifications to the submittals, as well as negotiating a contract. Contact with respondents should be limited and caution must be taken in an effort to maintain the objectivity of the evaluation process. Any questions or documentation requests by respondents or others with an interest in the solicitation relative to the evaluation process must be referred to the Contract Procurement Officer.

C. Fair, Prudent, and Thorough Evaluation

The procurement process must remain fair and equitable to all respondents. Careful and thoughtful actions preserve the integrity of solicitations.

1. City staff involved in the development of specifications, the solicitation effort, and the award process, shall be cognizant of actual or perceived conflicts of interest and public accountability rules.
2. If a participating member of a selection committee has or perceives a conflict of interest, they must immediately notify the Contract Procurement Officer and excuse themselves from the procurement process. The Contract Procurement Officer, City Administrator and/or Mayor may consult Legal Counsel in this situation.

Be cautious when discussing any aspect or opinions surrounding the solicitation process, including those of potential respondents until contract award or purchasing agreement is completed. Avoid any actions that present or give an impression of preferential treatment to any respondent.

III. GRANTS AND FEDERAL FUNDING

If the procurement of goods, services, or construction involves grant funding of any kind then STOP!



Solicitations funded in part or in whole with grant or federal funding may not be covered by this Policy and may have their own procurement process requirements. All solicitations that may involve grant or federal funding must be channeled through the City's Grant Administrator first and the Grant Administrator will guide next steps and work directly with the Contract Procurement Officer to ensure all grant and federal funding procurement process guidelines and requirements are met.

IV. SPLITTING PURCHASES

Dividing of any purchase for goods or services, including construction, is prohibited if doing so is intentionally to avoid the procurement process thresholds. To avoid the splitting of purchases, the following guidelines are to be followed:

1. Combine ALL phases of a public works project when estimating cost to the greatest extent possible;
2. Combine the total of potential identical or similar items procured at the same time or within a fiscal year period, in which the costs exceed competition thresholds (i.e. office supplies, janitorial products, irrigation supplies, utility supplies, etc.);
3. Purchases designed or intended to be used together (i.e. water meters and covers) and the costs exceed competitive limits, should be solicited together.

V. PROCUREMENT PROCESS AND SIGNATURE AUTHORITY

The City Council approves all purchases of goods, services, and construction through the budget process. The following procurement processes and signature authorities is applicable to all goods, services, and construction approved in the fiscal year budget. Any procurement of goods, services, and construction not City Council approved as part of the fiscal year budget process, will require separate City Council approval, no matter the dollar amount of such purchase. Reference Attachment 1 to this Policy for City Council approved Procurement Process and Signature Authority Policy.

A. Goods and Non-Professional Services

1. \$0.01 - \$4,999
 - a) Signature authority – Frontline supervisor or higher for GOODS and Division Head for NON-PROFESSIONAL SERVICES.
 - b) Procurement process – compare prices; preferably compare prices with a minimum of three vendors or contractors.
2. \$5,000 - \$9,999
 - a) Signature authority - Division Head.

- b) Procurement Process – solicit for three documented verbal or written quotes. Ensure that you can document or ideally present a written document (i.e. email) from any vendors or contractors that do not respond to request for quote or decline to submit a quote.
- 3. \$10,000 - \$24,999
 - a) Signature authority – Division Head.
 - b) Procurement process – semi-formal bidding required. Solicit for three written bids. Ensure documentation is obtained from any vendors or contractors that do not respond to request for bid or decline to submit a bid.
- 4. \$25,000 - \$49,999
 - a) Signature authority – City Administrator.
 - b) Procurement Process - Procurement process – semi-formal bidding required. Solicit for three written bids. Ensure documentation is obtained from any vendors or contractors that do not respond to request for bid or decline to submit a bid.
- 5. \$50,000 - \$74,999
 - a) Signature authority – Mayor
 - b) Procurement process – follow Idaho code §67-2806(1), semi-formal bidding required. Solicit for three written bids.
- 6. \$75,000 and Over
 - a) Signature authority – City Council Resolution required / Mayor signature.
 - b) Procurement process - follow Idaho code §67-2806(1), semi-formal bidding required. Solicit for three written bids for procurement of goods or non-professional services up to \$100,000 or Idaho Code §67-2806(2), full competitive bid for procurement of goods or non-professional services \$100,000 and over.

B. Services – Professional

Professional services include consulting services requiring specialized knowledge and not requiring a license per Idaho Administrative Procedures Act 38.05.01-21.

- 1. \$.01 - \$24,999
 - a) Signature authority – Division Head.
 - b) Procurement process – none required.

2. \$25,000 - \$49,999
 - a) Signature authority – City Administrator.
 - b) Procurement process – none required.
3. \$50,000 - \$74,999
 - a) Signature authority – Mayor.
 - b) Procurement process – none required.
4. \$75,000 and Over
 - a) Signature authority – City Council Resolution required / Mayor signature
 - b) Procurement process - follow Idaho Code §67-2806 and Idaho Administrative Procedures Act 38.05.01: full competitive solicitation for services \$100,000 and over

C. Services – Professional (Licensed)

Professional services (licensed) include consulting services requiring specialized license: Design, Survey, Construction Management - Architecture and Engineering per Idaho Code §67-2320

1. \$.01 - \$24,999
 - a) Signature authority – Division Head.
 - b) Procurement process – none required.
2. \$25,000 - \$49,999
 - a) Signature authority – City Administrator.
 - b) Procurement process – follow Idaho Code §67-2320.
3. \$50,000 - \$74,999
 - a) Signature authority – Mayor.
 - b) Procurement process – follow Idaho Code §67-2320.
4. \$75,000 and Over
 - a) Signature authority – City Council Resolution required / Mayor signature.
 - b) Procurement process – follow Idaho Code §67-2320.

D. Construction

Construction is work requiring skilled trades or craft; any construction, repair, or reconstruction - see Idaho Code §54-1901 and 67-2805.

1. \$0.01 - \$49,999
 - a) Signature authority – Division Head.
 - b) Procurement process – none required.
2. \$50,000 - \$74,999
 - a) Signature authority – City Administrator.
 - b) Procurement process – follow Idaho Code §67-2805(1): semi-formal bidding required; solicit for three written bids.
3. \$75,000 - \$99,999
 - a) Signature authority – Mayor.
 - b) Procurement process - follow Idaho Code §67-2805(1): semi-formal bidding required; solicit for three written bids.
4. \$100,000 and Over
 - a) Signature authority - City Council Resolution required / Mayor signature.
 - b) Procurement process – follow Idaho Code §67-2805(1): semi-formal bidding required; solicit three written bids for projects up to \$200,000 or follow Idaho Code §67-2805(2): full competitive bid for projects \$200,000 and over.

E. Exceptions to Sections Above

1. Goods have already been competitively bid and an existing purchasing agreement exists through another agency; also known as “piggy backing” or “cooperative agreements”. Discuss potential use of this exception with Contract Procurement Officer.
2. Procurement of an interest in real property whether lease or purchase.
3. Procurement of insurance.
4. Costs of Joint Powers participation.
5. Emergency expenditures.

- a) For an expenditure to be considered an emergency purchase, authorization to purchase as an emergency expenditure must be received by City Administrator. Contact the City Contract Procurement Officer for any emergency expenditures prior to making emergency purchase.

F. Additional Requirements to Sections Above

1. Procurement process may vary if grant or federal funds are involved. Staff must consult with Grants Administrator prior to any purchase of goods, services, or construction involving grant or federal funds.
2. All services and/or repairs must have a contract, no exceptions. If service and/or repairs are considered an emergency situation, the Division Head must send a written request to the City Administrator requesting the service and/or repair begin without a fully executed contract. The City Administrator must approve this emergency service and/or repair. In such emergency situations approved by the City Administrator, the Contractor must provide insurance certificates prior to commencement of service and/or repair and the contract shall be executed concurrently with the service or repair. An emergency situation does not alleviate the necessity for a fully executed contract.
3. Legal Counsel must review and approve Contracts for all services and construction projects.
4. Signature authority levels:
 - a) For non-construction contracts or purchase agreements, the signature authority levels apply to total contract or purchase agreement amounts, including amendments and change orders. If a new/revised contract or purchase agreement amount falls within a new signature authority, the new signature authority level applies, no matter if it results in an increase or a decrease.
 - b) For construction and professional services contracts or purchase agreements, the Division Head is authorized to approve change orders or amendments up to the amounts of the total projected budget and not including the contingency amount. For change orders or purchase agreements in excess of the approved project budget but within the approved budgeted contingency amount, the Mayor will have signature authority on change orders or amendments using the contingency portion of the approved budget.
5. Selection and award processes on all contracts and purchases shall be in accordance with Idaho Law.

VI. AWARD, CANCELLATION OR REJECTION OF SOLICITATIONS

No award shall be final and no contract or purchasing agreement shall be created or deemed to exist until such time as a written contract or purchasing agreement has been executed by the selected vendor, consultant, or contractor and required approvals has been obtained.

A. Cancellation of Solicitations

At any time prior to final award and approval, a solicitation, contract award, or purchasing agreement may be cancelled or rescinded, or any or all responses received by the City may be rejected by the Contract Procurement Officer when it is determined that such action is in the best interest of the City.

B. Notice

A written notice of delay, cancellation, or rejection shall be sent to all respondents who submitted a response to a solicitation.

C. Public Records

Should all solicitations be rejected or a solicitation is cancelled, all solicitation responses received may remain confidential at the discretion of the Contract Procurement Officer and in accordance with the State of Idaho Public Records Act.

D. Contract/Purchasing Agreement

After notice of intent to award has been made, the City and selected respondent will enter into a contract or purchasing agreement incorporating the requirements of the procurement solicitation and with other terms acceptable by the City. The City reserves the right to negotiate terms and conditions of the contract or purchasing agreement with the respondent and to incorporate provisions acceptable to the City. The City has the right to rescind the contract or purchasing agreement award to the selected respondent if the City and selected respondent do not come to agreement upon terms of the contract or purchasing agreement. The City reserves the right to reject a respondent, including a respondent awarded the contract or purchasing agreement, at any time prior to a fully executed contract or purchasing agreement.

E. Post Award Termination

Unless otherwise prohibited by law, in the event the respondent awarded a contract or purchasing agreement by the City through formal procurement is terminated early or suspended from further work or services by the City for default in the performance under the contract, or in the event the City rescinds a contract or purchasing agreement award prior to execution of said contract or purchasing agreement, the City may, without a new solicitation, enter into a contract or purchasing agreement with the next lowest responsive and responsible respondent or next lowest bidder willing and able to complete the work or services if such is determined to be in the best interest of the City. In awarding a contract or purchasing agreement with the next lowest responsive and responsible respondent, the City may accept such respondent's original proposal

pricing or negotiate a price more consistent with the original pricing submitted by the defaulting respondent whose contract or purchasing agreement award was rescinded.

VII. LOWEST RESPONSIBLE, RESPONSIVE SOLICITATIONS

- A. When solicitations involve the determination of the lowest responsible and responsive bids or proposals, which may or may not include price depending on the solicitation, the City shall have authority as allowed by Idaho law to render decisions on and may accept or reject proposals on the basis of one or more of the following:
1. The ability, capacity, skill, and sufficiency of resources of the respondent to perform the contract or purchasing agreement and provide the requested materials or service;
 2. The respondent's ability to perform the contract or purchasing agreement within the time specified;
 3. The character, honesty, integrity, reputation, judgment, experience, and efficiency of the respondent;
 4. The quality of performance and conduct of the respondent on previous contracts or purchasing agreements with the City or any other entity the respondent has performed work or service for;
 5. A respondent's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts or purchasing agreements with the City;
 6. A respondent's current workload and projected workload during the performance of the contract or purchasing agreement;
 7. The previous and existing compliance by the respondent with federal, state, and local laws, regulations, and ordinances applicable, relating or similar to the contract, purchasing agreement, or work to be performed; to include but not limited to laws, regulations, and ordinances;
 8. The quality and availability of the supplies or professional or contractual services to the particular use required;
 9. The ability to meet the City's required bonds and insurance to fully protect the City's interests;
 10. Whether the respondent is in arrears to the City on any debt, defaulted on any bond or surety, and/or whether the respondent has failed to render payments to subcontractors, suppliers, or the like;

11. Proportional amount of work or services respondent intends to perform with its own organization as compared with the portion intended to be subcontracted and the qualifications of subcontractors whom the respondent proposes to use;
12. Whether the respondent's proposal conforms to the requirements stated in the Request for Proposal or Request for Qualifications issued by the City; and
13. Any other circumstances or factors deemed in the best interest of the City as allowed by State of Idaho Law.

The above factors may be determined by respondent's past performance with the City, information obtained from others, information submitted as part of the proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed inquiries of respondent, including compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility relevant to the solicitation process. Failure to respond or provide adequate information in response to the City's inquiry shall be grounds for disqualification in the sole discretion of the City.

- B. The City is required to award construction contracts, non-construction projects, and commodities to the lowest responsible and responsive bid except as otherwise provided for by Idaho Law. This applies to requests for quotes, semi-formal bidding, as well as formal competitive bid processes for construction and non-construction projects, as well as commodities.

Responsible bidders must meet the following criteria:

1. If for contract work requiring a contractor's license, the respondent must be a registered contractor or public works contractor (if for construction project) with the State of Idaho;
2. Provide required bond and insurance requirements;
3. Have no violations and are in good standing with the State of Idaho Division of Occupational and Professional Licenses; and
4. If a public works contractor for construction projects, contractor to possess all requirements as required by the State of Idaho Division of Building Safety and have no violations and in good standing.

VIII. LOCAL PREFERENCE

In order to promote the economic health of the City, to stimulate and enhance the local economy, to generate jobs and spur further investment into the community, to recognize the amount of sales tax returned to the City as a result of the award of a contract or purchasing agreement for

goods and services to a local respondent, and to encourage local participation in the purchase of goods, equipment, supplies, and non-professional services, the City shall grant a local preference as follows:

- A. In determining the price submitted in response to a solicitation, the City shall grant preference to an eligible local provider Sandpoint who submits a price within 10% of the lowest price submitted by any other respondent. This local preference will allow the eligible local provider Sandpoint the opportunity to reduce its price equal to the amount of the lowest price submitted, if the price is submitted by other than an eligible local provider.
- B. If there is no local provider Sandpoint, then such preference shall be granted to a local provider Bonner County in the same manner as provided above.
- C. This Local preference shall apply so long as the delivery of goods, equipment and/or non-professional services can be made within similar times and under similar circumstances as the non-local provider and in the sole discretion of the City.
- D. The preference and opportunity to reduce the price submitted shall be provided first to the lowest eligible local provider Sandpoint and, if not accepted by such eligible local provider Sandpoint within five business days of the closing date of the solicitation, then to each successive eligible local provider, considering all local providers (Sandpoint and Bonner County) that is within 10 percent of the lowest price submitted, in ascending order of the amount of the responses.
- E. To be eligible for local preference Sandpoint or Bonner County, the local provider must have a place of business in Sandpoint or Bonner County and have been conducting business for a period of 6 months prior to the solicitation.
- F. There is no exemption from Local Sales Tax. Local preference does not exempt any eligible local provider from paying any applicable federal, state, or local sales tax.
- G. Local preference shall not apply to projects classified as Construction projects or for Professional services. Local preference applies only to purchase of goods, materials, equipment, and non-professional services.
- H. Local preference applies only for purchases of goods, equipment, and non-professional services for amounts \$25,000 or less.
- I. Local preference shall not be applicable to procurements made with federal or state grant funds or any funding source by which local preference is prohibited.

IX. SOLICITATION PROTESTS

- A. Prior to a submission of a protest relating to or arising from a solicitation, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.
- B. Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- C. Protests shall include the following information:
 - 1. Name, address and fax and telephone numbers of the protester;
 - 2. Solicitation or contract number;
 - 3. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - 4. Copies of relevant documents;
 - 5. Request for a ruling by the City;
 - 6. Statement as to the form of relief requested;
 - 7. All information establishing that the protester is an interested party for the purpose of filing a protest; and
 - 8. All information establishing the timeliness of the protest.
- D. Protests based on alleged apparent improprieties in the solicitation documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- E. **Action upon receipt of protest**
 - 1. Upon receipt of a protest before award, a contract or purchasing agreement may not be awarded, pending resolution of the protest, unless contract or purchasing agreement award is justified, in writing, to be in the best interest of the City.
 - 2. If award is withheld pending City resolution of the protest, the City will inform the

proposers whose proposals might become eligible for award of the contract or purchasing agreement. If appropriate, the respondent will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.

3. Upon receipt of a protest within ten (10) days after contract or purchasing agreement award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.
4. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
5. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
6. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

X. EMERGENCY PROCUREMENT

The Mayor and/or City Administrator may direct or authorize staff to make emergency procurements of goods, equipment, services, or construction when a threat to public health, welfare, or safety exists provided that such emergency procurements are made with such competition as is practicable under the circumstances.

In the event an official state of emergency is declared, the Mayor is expressly authorized to execute contracts or purchasing agreements on behalf of the City in order to accomplish all necessary relief efforts. All procurement made for goods, equipment, services, and construction shall comply with State of Idaho Law and follow required regulations and guidelines set by the Federal Emergency Management Agency (FEMA).

PROCUREMENT PROCESS AND SIGNATURE AUTHORITY POLICY FOR GOODS, SERVICES, AND CONSTRUCTION

GOODS AND NON-PROFESSIONAL SERVICES							
	\$0.01 - \$4,999	\$5,000 - \$9,999	\$10,000 - \$24,999	\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 and Over	
<i>Signature Authority</i>	Frontline Supervisor or higher (GOODS) Division Head (NON-PROFESSIONAL SERVICES)	Division Head	Division Head	City Administrator	Mayor	City Council Resolution / Mayor Signature	
<i>Procurement Process</i>	Price comparison	Obtain Three Verbal (Documented) or Written Quotes	Semi-Formal Bidding: Obtain Three Written Bids	Semi-Formal Bidding: Obtain Three Written Bids	Idaho Code §67-2806 (1): Semi-Formal Bidding: Obtain Three Written Bids	Idaho Code §67-2806 (1): Semi-Formal Bidding: Obtain Three Written Bids up to \$100,000 or Idaho Code §67-2806(2): Full Competitive Bid \$100K and Over	
SERVICES - PROFESSIONAL							
	(Consulting services requiring specialized knowledge, not requiring a license) - see Idaho Administrative Procedures Act 38.05.01 - 21						
	\$0.01 - \$24,999			\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 and Over	
<i>Signature Authority</i>	Division Head			City Administrator	Mayor	City Council Resolution/ Mayor Signature	
<i>Procurement Process</i>	None Required			None Required	None Required	Idaho Code §67-2806 and Idaho Administrative Procedures Act 38.05.01: Full Competitive Solicitation \$100K and Over	
SERVICES - PROFESSIONAL (LICENSED)							
	(Consulting services requiring specialized license: Design, Survey, Construction Management - Architecture and Engineering) - see Idaho Code §67-2320						
	\$0.01 - \$24,999			\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 and Over	
<i>Signature Authority</i>	Division Head			City Administrator	Mayor	City Council Resolution / Mayor Signature	
<i>Procurement Process</i>	None Required			Idaho Code §67-2320	Idaho Code §67-2320	Idaho Code §67-2320	
CONSTRUCTION							
	(Work requiring skilled trades or craft; any construction, repair, or reconstruction) - see Idaho Code §54-1901 and 67-2805						
	\$0.01 - \$4,999	\$5,000 - \$9,999	\$10,000 - \$24,999	\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 - \$100,000	\$100,000 and Over
<i>Signature Authority</i>	Division Head				City Administrator	Mayor	City Council Resolution / Mayor Signature

<i>Procurement Process</i>	None Required	Idaho Code §67-2805(1): Semi-Formal Bidding: Obtain Three Written Bids	Idaho Code §67-2805(1): Semi- Formal Bidding: Obtain Three Written Bids	Idaho Code §67-2805 (1): Semi-Formal Bidding: Obtain Three Written Bids up to \$200,000 or Idaho Code §67-2805 (2): Full Competitive Bid \$200K and Over
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Exemptions to Above Policy:

<i>Goods</i>	Already competitively bid (piggy-backing)
<i>Any Amount</i>	Procurement of an interest in real property (lease or purchase)
<i>Any Amount</i>	Procurement of insurance
<i>Any Amount</i>	Costs of Joint Powers participation
<i>Any Amount</i>	Emergency Expenditures

Procurement Process may vary if Grant Funding is involved*	***Legal Review on Contracts for All Services and Construction
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If a new/revised Non-Professional Services contract or Good Purchasing Agreement amount falls within a new signature authority, the new signature authority level applies.

***Selection and award process on all contracts and purchases will all be in accordance with State of Idaho Law

Approved March 18, 2020
Updated May 06, 2020