

**PROPERTY AND PROCUREMENT POLICIES AND PROCEDURES
OF THE
LAC COURTE OREILLES OJIBWE COLLEGE**

Table of Contents

SUBCHAPTER 8.1 - GENERAL PROVISIONS

- § 8.101 Title.
- § 8.102 Authority.
- § 8.103 Purpose.
- § 8.104 Application.
- § 8.105 Effective Date.
- § 8.106 Interpretation.
- § 8.107 Severability and Non-Liability.
- § 8.108 Consistency with Good Business Practices.
- § 8.109 Public Access to Procurement Information.
- § 8.110 Regulations and Law Requirements.

SUBCHAPTER 8.2 – DEFINITIONS

- § 8.201 General Definitions.

SUBCHAPTER 8.3 – AUTHORITY AND ADMINISTRATIONS

- § 8.301 General.
- § 8.302 Delegation of Authority.
- § 8.303 Responsibility of the Chief Operations Officer.
- § 8.304 Chief Operations Officer Signature/Obligation of Funds.
- § 8.305 Staffing and Training.

SUBCHAPTER 8.4 – GENERAL REQUIREMENTS

- § 8.401 Purchasing Workflow.
- § 8.402 Competition.
- § 8.403 Debarment and Suspension Policy
- § 8.404 Procurement Oversight
- § 8.405 Procurement Records
- § 8.406 Department Oversight.
- § 8.407 Duplicative and Cumulative Purchases.
- § 8.408 Procurement Records Retention.

SUBCHAPTER 8.5 – SMALL PURCHASE PROCEDURES

- § 8.501 Approval Authorities
- § 8.502 Micro Purchases.
- § 8.503 Small Purchase Acquisition

- § 8.504 Purchases over \$50,000.
- § 8.505 Noncompetitive-Sole Source.

SUBCHAPTER 8.6 – Ethics in Procurement and Conflict of Interest Policy

- § 8.601 General.
- § 8.602 Organizational Conflict of Interest.
- § 8.603 Conflict Disclosure.
- § 8.604 Conflict of Interest Clause.
- § 8.605 Standard of Conduct.

SUBCHAPTER 8.7 – Contracts, Consulting, and Sub-Recipient Administration and Monitoring

- § 8.701 General.
- § 8.702 Sub-Award.
- § 8.703 Sub-Recipient.

SUBCHAPTER 8.8 – Requirements for Pass-Through Entities

- § 8.801 General.

SUBCHAPTER 8.9 – Appeals and Remedies

- § 8.901 General.
- § 8.902 Bid Protests.
- § 8.903 Protests Involving Indian Preference.

SUBCHAPTER 8.1 - GENERAL PROVISIONS

§ 8.101 Title.

- (1) This policy shall be known as the Procurement Policies and Procedures of the Lac Courte Oreilles Ojibwe College.

§ 8.102 Authority.

- (1) This policy is enacted pursuant to the authority of the Board of Regents for the Lac Courte Oreilles Ojibwe College Board of Regents as enumerated under the Restated Articles of Incorporation for the Lac Courte Oreilles Ojibwe College (“College Charter”, “Charter”). Under Article XI, section 6.21 titled “Powers” the Regents have the authority to “establish broad general policies for the governance of the College and hold the President accountable for administering them”.

§ 8.103 Purpose.

- (1) It is the purpose of this policy to:
 - a. Provide for the fair and equitable treatment of all persons or firms involved in purchasing by the College; and
 - b. Provide a means to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the College; and
 - c. Provide a means to assure competition in contracting; and
 - d. Provide safeguards for maintaining a procurement system of quality and integrity; and
 - e. Provide a means to assure that College’s purchasing actions are in full compliance with applicable federal standards and regulations along with any applicable state and local laws.

§ 8.104 Application.

- (1) This policy shall govern all contracts and grants for the procurement of supplies, services, and construction entered into by the College. It shall apply to purchasing, irrespective of the source of funds, including contracts, which do not involve an obligation of funds (such as concession contracts); however, nothing in this policy shall prevent the College from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law.
- (2) When both federal and non-federal funds are used for a project, when required by the funding source the work to be accomplished with the funds should be separately identified. The term "*procurement*," as used in this policy includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

§ 8.105 **Effective Date.**

- (1) Except as otherwise provided in specific sections, the provisions of this policy shall be effective on the date adopted by the Board of Regents.

§ 8.106 **Interpretation.**

- (1) The provisions of this policy:
 - a. Shall be interpreted and applied as minimum requirements applicable to all contracts and grants for the procurement of supplies, services, and construction subject to this policy.
 - b. Shall be liberally construed in favor of the College.

§ 8.107 **Severability and Non-Liability.**

- (1) If any section, provision, or portion of this policy is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this policy shall not be affected thereby. The College further asserts immunity on its part and that of its agencies, employees, and/or agents from any action or damages that may occur because of reliance upon and conformance with this policy.

§ 8.108 **Consistency with Good Business Practices.**

- (1) The fundamental goal of the College's procurement system is to satisfy end users in terms of cost, quality, and timeliness of the delivered product or service while complying with applicable laws, rules, and the College's own policies. Further, those involved in the procurement function should exercise personal initiative and sound business judgment in providing best value product or services in meeting the College's needs. Consistent with that goal, the COO may assume that, if a specific strategy, practice, policy or product is in the best interests of the College and is not addressed in this policy, nor prohibited by college law, federal law, or other directive including this procurement policy, the strategy, practice, policy or procedure may be a permissible exercise of authority. The COO is advised to seek advice whenever doubts arise about an intended strategy, practice, policy or procedure.

§ 8.109 **Public Access to Procurement Information.**

- (1) Certain information about the College's procurements are normally considered public (e.g. name of the winner contractor and total contract price) and may be released to the public in accordance with this procurement policy as well as applicable College laws and regulations governing information.
- (2) Other information related to procurement is often protected from disclosure (e.g., proprietary business information such as technical methods or processes, detailed pricing information, personal information, or other information). The College must exercise caution to ensure that protected information is not made public. Contracting personnel should consult the College's Legal Department whenever there is any

question regarding the release of information.

§ 8.110 Regulations and Law Requirements.

- (1) The College shall make efforts to ensure that qualified Indians, Indian Organizations, and Indian-Owned economic enterprises are used when possible. Such efforts shall include, but shall not be limited to:
 - a. Placing qualified Indians, Indian Organizations, and Indian-Owned economic enterprises on solicitation lists; or
 - b. Assuring that qualified Indians, Indian Organizations, and Indian-Owned economic enterprises are solicited whenever they are potential sources; or
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified Indians, Indian Organizations, and Indian-Owned economic enterprises; or
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by qualified Indians, Indian Organizations, and Indian-Owned economic enterprises; or
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for qualified Indians, Indian Organizations, and Indian-Owned economic enterprises and to award subcontracts for work in connection with the project to qualified Indians, Indian Organizations, and Indian-Owned economic enterprises which are located in, or owned in substantial part by persons residing in the area of the project.
 - g. Requiring prime contractors, when subcontracting is anticipated, to take the steps listed above.

SUBCHAPTER 8.2 – DEFINITIONS

§ 8.201 General Definitions.

Any term not defined in this Section shall be given its ordinary meaning. The following terms, wherever used in this policy, shall be construed to apply as follows, except where the context indicates otherwise:

- (1) **“Acceptance”** means the act of an authorized representative of the College acknowledging that the supplies or services delivered to or received by the College conform to contract requirements.
- (2) **“Amendment”** means the written revision or clarification made to a solicitation.
- (3) **“Board of Regents”** means the Lac Courte Oreilles Ojibwe College Board of Regents as noted in the College Charter.
- (4) **“College”** means the Lac Courte Oreilles Ojibwe College.
- (5) **“College Charter” or “Charter”** means the Restated Articles of Incorporation for the Lac Courte Oreilles Ojibwe College. The original document that established the college by the Lac Courte Oreilles Tribal Governing Board.
- (6) **“College President”** means the Chief Education/Administrative Officer of the Lac Courte Oreilles Ojibwe College.
- (7) **“Change Order”** means a unilateral modification made to the contract by the Contracting Officer under the authority of the contract’s Changes clause. Only the specific changes permitted by the particular Changes, clause may be made under a change order (e.g. modify the drawings, design, specification, method of shipping or packaging, place of inspection, delivery, acceptance, or other such contractual requirement). All change orders must be within the scope of the contract.
- (8) **“Chief Operations Officer” or “COO”** means the official authorized by the College to enter into and/or administer contracts and make related determination and findings on behalf of the College as well as establish and maintain an inventory of all property and equipment. For the purpose of this policy, the term includes any College employee designated and authorized to perform the duties of the COO.
- (9) **“Contract”** means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the College to pay for them. It includes all type of commitments that obligate the College to an expenditure of funds, except as otherwise authorized in writing. In addition to bilateral instruments, contracts include: Contract awards and notices of awards; job orders or task letters issued under basic ordering agreements, requirement contracts, definite- or indefinite- quantity contracts;

letter contracts; and orders, such as purchases ordered, under which the contract modification and various cooperative and interagency agreements (as described elsewhere in this policy). Contracts do not include grants covered under a different federal agency.

- (10) **“Contract Administration”** means all actions taken with regard to a contract after its award. Administration includes monitoring the contractor’s performance to ensure compliance with the contract requirements, and terms and conditions.
- (11) **“Contract Modification”** means any written alteration to a contract executed by an authorized contracting officer.
- (12) **“Contractor”** – means an offeror who is awarded a contract.
- (13) **“Director” or “Department Director”** means an employee responsible for managing a department of the College Operations.
- (14) **“General Counsel”** means the authorized legal representative of the Lac Courte Oreilles Ojibwe College, the Regents, the faculty, students, and staff.

SUBCHAPTER 8.3 – AUTHORITY AND ADMINISTRATIONS

§ 8.301 General.

- (1) This chapter details the authority for procurement activity and delegation of the administration of the procurement function.

§ 8.302 Delegation of Authority.

- (1) Generally, this procurement policy delegates responsibility for procurement functions to the College President, as established in Article XX, section 20.1 of the College Charter, the College President has the power to exercise or limit any procedures, agreements, or contracts including this procurement policy.
- (2) Pursuant to Article XX, section 20.1, College President appoints and delegates procurement authority and the administration of this policy to the Chief Operations Officer (hereinafter “COO”) when s/he performs that function, regardless of any other job, position or title s/he may have. The COO shall issue operational procedures, including procedures for the processing of purchase orders, to implement this policy.

§ 8.303 Responsibility of the Chief Operations Officer.

- (1) Pursuant to the delegated authority established in this policy, it is the responsibility of the COO or his/her designee to:
 - a. Use sound judgment in accomplishing the procurement activities for the College; and
 - b. Ensure that bidders and contractors receive fair, impartial, and equitable treatment; and
 - c. Ensure that contract actions comply with all applicable College and Federal laws and rules and with this procurement policy; and
 - d. Ensure that the best value and greatest overall benefit for the College in response to the needs desired.

§ 8.304 Chief Operations Officer Signature/Obligation of Funds.

- (1) Each contract or purchase action (e.g., new contract, modification, interagency agreement, purchase order, etc.) that obligates the College to pay a contractor or vendor must be approved by the College President or otherwise authorized by an individual to whom the College has expressly delegated the authority to make such an obligation.
- (2) The approval of the College President on contracts is a legal commitment and requires continuing performance by the College under the terms and conditions of the contract. Performance includes such duties as monitoring contractor performance and for the acceptance or rejection of contractors’ requests for changes in performance, specification, or price.

- (3) **Caution:** Only the College President is authorized to bind the College by making an implied contract such as making a promise or stating an intent to purchase, either orally or in writing. Under the laws of the Tribe, the College may be liable for, or bound by, an action of the COO, or his/her designee only if the offeror has been given authority by the College President, including the Board of Regents. Therefore, all unapproved actions that could be misinterpreted as committing the College to purchase should be clarified with a statement such as, “this request for price quotation is not an offer to buy and should not be assumed as such.”

§ 8.305 Staffing and Training.

- (1) The College shall ensure that all procurement employees have training and experience commensurate with the requirements of their duties. The College will implement training and experience standards for their procurement positions and periodically review their procurement operations to ensure that procurement personnel meet those standards.

SUBCHAPTER 8.4 – GENERAL REQUIREMENTS

§ 8.401 Purchasing Workflow.

- (1) When a LCOOC employee identifies a need for supplies or service, they will provide a completed Purchase Request Form to the Purchasing Coordinator. The completed form is sent to Department Director/Authorizer for approval. If approved, Purchasing Coordinator completes purchase and forwards to Accounts Payable for PO entry and payment processing. If the request is denied, the employee will be notified to see Department Director. Refer to attached Purchasing Flow Chart for step-by-step instructions.

§ 8.402 Competition.

- (1) LCOOC will conduct all procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that assist or help LCOOC draft or develop specifications, requirements, statements of work, or invitations for bids or requests for proposal will be excluded from competing for such procurements. Instances of restrictive of competition include, but are not limited to:
 - a. placing unreasonable guidelines and requirements on companies/contractors for them to qualify
 - b. requiring unnecessary experience and excessive bonding
 - c. noncompetitive pricing
 - d. noncompetitive contracts
 - e. organizational conflicts of interest

§ 8.403 Debarment and Suspension Policy.

- (1) LCOOC will ensure that all recurring vendors have an annual review of debarred and suspended applicants or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, to assure that LCOOC's grantees and sub-grantees do not make awards in violation of the non-procurement debarment and suspension common rule.
- (2) When initializing a LCOOC procurement obligation with a contractor, a debarment and suspension verification will be completed to ensure the contractor has not been debarred or suspended prior to any purchase of goods or service.
- (3) LCOOC will use the search feature under sam.gov as part of the research under this section.

§ 8.404 Procurement Oversight.

- (1) The Department Directors will provide oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

§ 8.405 Procurement Records.

- (1) When appropriate, consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Analysis by the Accounting staff will prevent the acquisition of unnecessary or duplicative items.
- (2) LCOOC will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

§ 8.406 Department Oversight.

- (1) The Department Directors will provide oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

§ 8.407 Duplicate and Cumulative Purchasing.

- (1) When appropriate, consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Analysis by the Accounting staff will prevent the acquisition of unnecessary or duplicative items.

§ 8.408 Procurement Records Retention.

- (1) LCOOC will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

SUBCHAPTER 8.5 – PURCHASE PROCEDURES

§ 8.501 Approval Authorities.

- (1) Approvals are required from the identified positions for all purchases based on the type and amount of the request. No requisition shall be processed without the appropriate approvals.
 - a. Micro Purchases (less than \$5,000): Final approval authority for purchases under \$5,000 is obtained from the Department/Program/Grant Director or their designee.
 - b. Simplified Acquisition – Small Purchase Procedure (Equal to or greater than \$5,000 and less than \$50,000): Final approval authority for purchases equal to or greater than \$5,000 and less than \$50,000 is obtained from the President or their designee.
 - c. Purchases equal to or greater than \$50,000: Final approval authority for purchases equal to or greater than \$50,000, regardless of the procedure used is obtained from the LCOOC and Board of Regent’s approval. All such requests must first have the approval of the Department/Program/Grant Director and the President or their respective designees before requesting Board approval.

§ 8.502 Micro Purchases.

- (1) For acquisitions under \$5,000, and upon full verification using approval process, the Accounts Payable Manager or Department Administrative Assistant shall complete a purchase order for the acquisition. Single/sole source purchasing is authorized for these purchases, and departments must ensure that these purchases are in the best interest of the company. Micro-purchases may be awarded without soliciting competitive quotations if LCOOC considers the price to be reasonable.

§ 8.503 Simplified Acquisition – Small Purchase Procedure

- (1) For acquisitions equal to or greater than \$5,000 and less than \$50,000. This procedure allows for informal quoting and competitive procedures, accepting of oral quotes in lieu of written quotations, comparing quoted prices, and providing streamlined clauses to support the award document. The Department Director will complete a Procurement Form and provide three quotes, bids, or proposals as appropriate along with the specifications of the needed item(s) attached to the Procurement Form.

§ 8.504 Purchases over \$50,000.

- (1) **RFP Purchase Procedure:** For acquisitions equal to or greater than \$50,000 the Department Director will complete a Procurement Form with the specifications of the needed item(s) and a minimum of three formal bids attached. Upon the arrival of the closing date the Department Director, who is requesting the acquisition, will review the bids and approve the purchase. Board of Regents approval is required for this level of acquisition.

§ 8.505 Noncompetitive-Sole Source.

- (1) When a required product/service can only be purchased from a single source; or a situation making it impossible to obtain competitive bids; a justification documentation is required explaining the “sole source” nature of the purchase and must accompany the respective Procurement Form upon submission for Purchase order processing. If bid requirements cannot be met due to exceptional circumstances, then written justification must be submitted as supporting documentation for consideration by the designated approval track.

- (2) Procedures for subcontracting are the same as required for the purchase of supplies, services, and other invoice procedures. Before obligating LCOOC to a subcontract all the above measures must be followed. See Procurement Form attached in Appendix A.

SUBCHAPTER 8.6 – ETHICS IN PROCUREMENT AND CONFLICT OF INTEREST POLICY

§ 8.601 General.

- (1) LCOOC requires that relationships or situations which might result in an Organizational Conflict of Interest be identified and avoided or mitigated in subcontracts, consultant agreements, and other contractual arrangements, and capital equipment, content, and supply purchases at any tier.

§ 8.602 Organizational Conflict of Interest.

- (1) "Organizational conflict of interest"(OCI) means that a relationship or situation exists whereby an offer or, subcontractor or consultant has past, present, or currently planned personal or financial interests that either directly or indirectly may:
 - a. diminish the ability to give impartial objective assistance, or
 - b. result in it being given an unfair competitive advantage.

§ 8.603 Conflict Disclosure.

- (1) If it is disclosed that an OCI exists or may exist with respect to an offer or subcontractor, no subcontract, Consultant agreement, or similar contractual arrangement or modifications thereof, shall be made until the OCI issue has been adequately addressed.
- (2) The following steps shall be followed:
 - a. if the offer/subcontractor certifies that an actual OCI exists, the employee shall immediately bring the matter to the attention of their Department Director,
 - b. the Department Director shall then consult with the President, General Counsel and Chief Financial Officer for reconciliation; and
 - c. Disclosures of potential OCI situations shall be processed in accordance with the Organizational Conflict of Interest clause as described below.

§ 8.604 Contract of Interest Clause.

“The contractor warrants that, to the best of his/her knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest or that the contractor has disclosed all information. The contractor agrees that if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to LCOOC, which shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. In an instance where the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the contracting officer, LCOOC may terminate the contract for default.”

§ 8.605 Standard of Conduct.

- (1) The Standard of Conduct will provide that no employee, officer, elected official, or agent of LCOOC shall participate in the selection, award, or administration of a procurement

- supported by Federal funds if a conflict of interest, real or apparent would be involved.
- (2) The Standard of Conduct will provide that no employee, officer, elected official or agent of LCOOC can solicit or accept gratuities, favors of anything of monetary value from contractors, potential contractors or parties to sub agreements except gifts that are an unsolicited item of nominal value.

SUBCHAPTER 8.7 – CONTRACTING, CONSULTING, AND SUB-RECIPIENT ADMINISTRATION & MONITORING

§ 8.701 General.

- (1) All contracts are maintained in the Business Office and are separately filed based on ‘Active’ and ‘Fulfilled’ status. When vetting contractors, LCOOC confirms no debarment or suspension through sam.gov website. A contract is for obtaining goods and services for LCOOCs own use and creates a procurement relationship with the contractor. Whether a consultant or contractor, a fully executable contract will be authorized by both parties before any scope of work begins.

§ 8.702 Sub-Award.

- (1) A subaward is for carrying out a portion of a federal award and creates a federal assistance relationship with the subrecipient. Characteristics which support LCOOCs subrecipient selection will include but not be limited to:
 - a. Determines who is eligible to receive what Federal assistance; and
 - b. Has its performance measured in relation to whether objectives of a federal program were met; and
 - c. Has the responsibility for programmatic decision making; and
 - d. Responsible for adherence to Federal program requirements specified in the Federal award; and
 - e. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified authorizing statute, as opposed to providing goods or services for the benefit of LCOOC, as a pass-through entity.

§ 8.703 Sub-Recipient.

- (1) A subrecipient receives a subaward from a pass-through entity. The subrecipient will be held to certain standards and guidelines by the pass-through entity as set forth by the Federal Awarding Agency. If the subrecipient does not adhere to the set forth standards, they may risk losing the subaward and all funds associated as stated in the subaward contract authorized by both parties.
- (2) LCOOC mitigates subrecipient risks with the implementation of several steps, including but not limited to:
 - a. Annual review of A-133 audit reports
 - b. Annual checks of the expiration date on sam.gov, regarding debarment and suspension status
 - c. Collection and compilation of Financial Status Reports quarterly
 - d. Audit SEFA to see if amounts agree with Financial Status Reports
 - e. Review any financial findings reported in the A-133 audit.
 - f. Review any compliance findings reported in the A-133 audit.
 - g. Onsite monitoring implementing a pre-site visit checklist. (See attached Appendix G.)

- (3) Subrecipient on-site monitoring should occur at least once every three years or with more frequency for larger subawards. Prior to an on-site visit the subrecipient will receive a questionnaire via email to be completed and returned to the LCOOC accounting office.
- (4) The COO will review the questionnaire and determine any areas of deficiency prior to the on-site visit. During the on-site visit documentation and processes will be reviewed for compliance within the subaward, as well as compliance with the Federal Awarding agency award. Any serious deficiencies will be addressed at that time and a plan put in place for guidance and improvement.

SUBCHAPTER 8.8 – REQUIREMENTS FOR PASS-THROUGH ENTITIES

§ 8.801 General.

- (1) LCOOC may serve as a pass-through entity for multiple Federal awards and must be held to the standard of ensuring that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward, and any changes result in subsequent subaward modifications. When some of this information is not available, LCOOC will provide the best information available to describe the Federal award and subaward.

- (2) Required information includes:
 - a. Federal Award Identification
 - b. Subrecipients name, which must match the name associated with its unique entity identifier (Duns #)
 - c. Subrecipient's unique identifier (Duns #)
 - d. Federal Award Identification Number (FIN)
 - e. Federal Award date of award to the recipient
 - f. Subaward period of performance start and end date
 - g. Amount of Federal funds of overall award obligated by this action
 - h. Total amount of Federal funds obligated to the subrecipient.
 - i. Federal award project description
 - j. Name of Federal awarding agency and contact information for the pass-through entity
 - k. CFDA number and name – LCOOC will identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement.
 - l. Identify whether the award is R&D

- (3) As a pass-through entity, LCOOC is required to monitor the subrecipient. Actions regarding monitoring can be found in the 'Contracting, Consulting and Sub-Recipient Administration & Monitoring' section of this policy.

SUBCHAPTER 8.9 – APPEALS AND REMEDIES

§ 8.901 General.

- (1) It is the College's policy to resolve all procurement or contractual issues informally at the College Administrative level without litigation. When appropriate, the College may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve any differences.

§ 8.902 Bid Protests.

- (1) Any actual or prospective individual or contractor may protest the solicitation or award of a contract for serious violations of the sections of this Chapter.
- (2) Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within five (5) calendar days after contract award, or the protest will not be considered.
- (3) All bid protests shall be in writing, submitted to the Chief Operations Officer, who shall issue a written decision on the matter.
- (4) The Chief Operations Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

§ 8.903 Protests Involving Indian Preferences.


- (1) Complaints arising out of any of the methods of providing for Indian preference shall be handled in accordance with this policy.

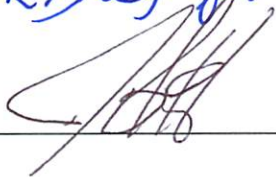
**Chapter 8
Property and Procurement Policies and Procedures for the Lac Courte Oreilles Ojibwe
College**

Date approved: 9/17/21

Review date: September 2022

Signature

 _____ President

 _____ Board Chair