COPPERTON TOWN COUNCIL

ORDINANCE NO. 2026-O-08 DATE: October 21, 2026

AN ORDINANCE REPEALING AND REPLACING THE PROCUREMENT POLICY FOR THE TOWN OF COPPERTON AND OPTING OUT OF THE STATE OF UTAH'S PROCUREMENT CODE

WHEREAS, the Town of Copperton ("**Copperton**") is a municipality and political subdivision of the State of Utah pursuant to Utah Code § 10-1-201; and

WHEREAS, the Town is a "local government procurement unit" subject to the Utah Procurement Code, Utah Code, Title 63G, Chapter 6a, and Utah Code §§ 63G-6a-107.4 and 63G-6a-107.7 authorize the Council, as the Town's rulemaking authority, to adopt rules and policies governing the Town's procurements that must be consistent with the State Procurement Code, unless the Town adopts out of the State of Utah's Procurement Code and adopts its own procurement policy by code or ordinance; and

WHEREAS, the Council first adopted rules of order and procedure that included a procurement policy that followed the State Procurement Code on June 7, 2017, which the Council subsequently amended on December 20, 2017, and July 18, 2018; and

WHEREAS, the Council has authorized a comprehensive update of the Copperton Municipal Code and related policies to replace the code that Copperton inherited from Salt Lake County when it incorporated in 2017, and to reflect Copperton's conversion from a metro township to a town in 2024 pursuant to H.B. 35; and

WHEREAS, as part of this process, the Council restated its rules of order and procedure by Resolution No. R2026-11, with the exception of its purchasing procedures; and

WHEREAS, because of the small size of Copperton and the complexity of the State Procurement Code, the Council intends to opt out of the State Procurement Code and to adopt the attached Copperton-specific procurement policy that is more simplistic in its processes but still requires financial accountability and includes provisions to ensure the Town expends public funds widely, fairly, equitably, and with transparency.

NOW, THEREFORE, BE IT RESOLVED BY THE COPPERTON TOWN COUNCIL:

1. **Adoption.** The procurement policy attached to this ordinance is adopted and all prior purchasing and procurement policies of the Town are repealed in their entirety.

2. **Direction to Mayor and Staff.** The Mayor and staff are authorized and directed to take such steps as may be needed: (a) for this ordinance to become effective under Utah law; and (b) to finalize and post the ordinance to Municode, including making non-substantive edits to correct any scrivener's, formatting, and numbering errors.

3. **Procurement Agent.** The Council authorizes and designates the Mayor to act as the procurement agent for the purposes of the attached procurement policy.

4. **Effective Date.** This ordinance shall take effect on November 1, 2026.

APPROVED AND ADOPTED at a duly called meeting of the Copperton Town Council on this 21st day of October, 2026.

COPPERTON TOWN COUNCIL

By: Sean Clayton, Mayor

ATTEST:

Diana Baun, Town Clerk

Voting:

Council Member Bailey voting aye
Council Member Stitzer voting aye
Council Member McCalmon voting aye
Council Member Pratt voting aye
Mayor Clayton voting aye

Date ordinance summary was posted to the Copperton website, the Utah Public Notice Website, and in a public place within Copperton per Utah Code §10-3-711: October 22, 2026
Effective Date of Ordinance: November 1, 2026

SUMMARY OF TOWN OF COPPERTON

ORDINANCE NO. 2026-O-08

On October 21, 2026, the Copperton Town Council enacted Ordinance No. 2026-O-06 to repeal and replace its procurement policy and to opt out of the State of Utah's Procurement Code.

COPPERTON TOWN COUNCIL

By: Sean Clayton, Mayor

ATTEST:

Diana Baun, Town Clerk

Voting:

Council Member Bailey voting	aye
Council Member Stitzer voting	aye
Council Member McCalmon voting	aye
Council Member Pratt voting	aye
Mayor Clayton voting	aye

A complete copy of Ordinance No. 2026-O-08 is available in the office of the Copperton Town Clerk, 860 Levoy Drive, Suite 300, Taylorsville, Utah 84123.

PROCUREMENT POLICY OF THE TOWN OF COPPERTON

Adopted November 1, 2026

I. GENERAL PROVISIONS

A. Purposes. The underlying purposes of this Procurement Policy ("**Policy**") are to:

1. Ensure the fair and equitable treatment of all persons who wish to or do conduct business within the Town of Copperton ("**Town**").

2. Provide for the greatest possible economy in Town procurement activities.

3. Foster effective broad-based competition within the free enterprise system to ensure that the Town shall receive the best possible service or product at the lowest possible price.

4. To official opt the Town out of the State of Utah's procurement code pursuant to Utah Code § 63G-6a-103(48).

B. Compliance.

1. This Policy does not prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

2. When procurement involves the expenditure of federal assistance funds, the Town shall comply with applicable federal law and regulations.

C. Definitions.

1. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

2. "Change order" means a written order signed by the Procurement Agent, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the Procurement Agent to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

3. "Construction Purchase" means the acquisition of goods, services, and resources for a construction project.

4. "Contract" means any Town agreement for the procurement or disposal of supplies, services, or construction.

5. "Invitation for bids" means all documents, whether attached or incorporated by reference, used for soliciting bids.

6. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.

7. "Procurement" means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, construction, or other services.

8. "Procurement Agent" means the person duly authorized by the Council to enter into and administer contracts and make written determinations with respect thereto, and who serves as the Town's procurement official.

9. "Procurement Item" means any supplies, construction, or other services that the Town may acquire pursuant to this Policy.

10. "Purchase description" means the words used in a solicitation to describe the supplies, services or construction to be purchased, and includes specifications attached to or made a part of the solicitation.

11. "Request for proposals" means all documents, whether attached or incorporated by reference, used for soliciting proposals.

12. "Sole Source Procurement" means a procurement without competition pursuant to a determination by the Procurement Agent under Section III.A.5 that there is only one source for the procurement item.

II. PROCUREMENT AGENT

The Council shall appoint a Procurement Agent, who shall be responsible to make procurements, solicit bids and proposals, enter and administer contracts, and make written purchasing determinations for the Town in accordance with this Policy and in accordance with applicable law.

III. SOURCE SELECTION AND CONTRACT FORMATION - GENERAL PROVISIONS

A. Purchases Not Requiring Sealed Bids.

1. Small Purchases. Small purchases costing $2,000 or less in total, do not require bids of any type. A procurement may not be artificially divided to qualify as a small purchase under this subsection.

2. Non-Construction Purchases Requiring Quotes. Purchases for non-construction projects costing between $2,001 and $50,000 in total, shall require three (3) written quotes that the Procurement Agent shall solicit.

3. Construction Purchases Requiring Telephone Bids. Purchases for construction projects costing between $2,001 and $100,000 in total, shall require three (3) telephone bids.

4. State Contracts. Purchases made through the cooperative purchasing contracts administered by the Utah Division of Purchasing and General Services, or through a cooperative procurement conducted by another public procurement unit in accordance with the Utah Procurement Code.

5. Sole Source Procurement. Purchases made from a sole-source provider if the Procurement Agent determines in writing that a sole source procurement is authorized under Utah Code § 63G-6a-802 for one or more of the reasons listed below. The Procurement Agent shall also ensure that the terms of the contract, including price and delivery, are in the best interests of the Town.

    i. There is only one source for the procurement item (e.g., proprietary software maintenance, or utility relocation by the owning utility);

    ii. The transitional costs are a significant consideration in selecting the procurement item and the results of a cost-benefit analysis demonstrate that transitional costs are unreasonable or cost-prohibitive, and that the award of a contract without engaging in a standard procurement process is in the best interest of the Town; or

    iii. The award of a contract is under circumstances that make awarding the contract through a standard procurement process impractical and not in the best interest of the Town.

6. Emergency Purchases. Purchases required during an emergency, i.e., an imminent threat to the public's health, welfare, or safety. However, as much competition as reasonably practicable shall be obtained, and such purchases shall be limited to amounts necessary to the resolution of the emergency. The Procurement Agent shall also document in writing the nature of the emergency that required the emergency purchases and the actions taken to procure the procurement item. The Procurement Agent shall notify the Council as soon as reasonably possible of the need for, amount of, and nature of any emergency purchase made pursuant to this subsection. Within fourteen (14) days after an emergency procurement, the Town shall post on its website the written documentation required by Utah Code § 63G-6a-803.

7. Publication. If the Town does not use competitive sealed bidding for a procurement that exceeds the highest amounts in Sections III.A.2 ($50,000) and III.A.3 ($100,000), it shall provide public notice of the procurement in accordance with Utah Code § 63G-6a-112, including the notice required by Utah Code § 63G-6a-802(3) for a sole source procurement that exceeds $50,000, except for small purchases and emergency purchases.

B. Purchases Requiring Sealed Bids.

1. General. The Town shall award all contracts for a procurement item with an estimated value in excess of the highest amounts in Sections III.A.2 ($50,001) and III.A.3 ($100,001) by competitive sealed bidding except as otherwise provided by this Policy.

2. Invitation for Bids. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include:

    i. A description of the procurement item that the Town seeks;

    ii. Instructions for submitting a bid, including the deadline for submitting a bid;

    iii. The objective criteria that the Town will use to evaluate bids;

    iv. Information about the time and manner of opening bids; and

    v. Terms and conditions that the Town intends to include in a contract resulting from the bidding process.

3. Publication. The Procurement Agent shall publish an invitation for bids in accordance with the requirements of Utah Code § 63G-6a-112, meaning that the Procurement Agent shall publish the bid at least seven (7) days prior to the date set forth therein for the opening of bids on the Town's website or on a website owned, managed by, or provided by the State of Utah for the posting of public procurement notices. The Procurement Agent may, but is not required to, publish the invitation for bids in a newspaper of general circulation within Copperton. The Procurement Agent may reduce the seven (7) day period described in this subsection by signing a written statement that complies with Utah Code § 63G-6a-112.

4. Opening of Bids. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection, subject to the Government Records Access and Management Act.

5. Acceptance of Bids. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.

6. Corrections and Withdrawals of Bids. Correction or withdrawal of an immaterial error in a bid before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Procurement Agent.

7. Contract Negotiation and Awards. The contract shall be awarded with reasonable promptness, by written notice, to the responsible bidder who submits the lowest responsive bid that meets the requirements and objective criteria set forth in the invitation for bids, and the Town shall publish the name of the successful bidder and the amount of the bid, as required by Utah Code § 63G-6a-606.

8. Construction Contracts. The Town shall follow the procedures contained in Utah Code § 11-39-101 et seq. for the letting of contracts for the construction of building improvements or public works projects as defined therein and any provision of this Policy that conflicts with Utah Code § 11-39-101 et seq. does not apply to a contract governed by that chapter.

C. Prior Council Authorization. The Procurement Agent shall secure the Council's prior authorization before purchasing a procurement item that is not a small purchase under Section III.A.1 or an emergency purchase under Section III.A.6.

D. Cancellation and Rejection of Bids. An invitation for bids, a request for proposals, or other solicitations may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the Town. The reasons shall be made part of the contract file.

E. Use of Competitive Sealed Proposals in lieu of Bids (Requests for Proposals).

1. Competitive Sealed Proposals. When the Procurement Agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Town, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts.

2. Solicitation of Competitive Sealed Proposals.

i. The request for proposals shall state the relative importance of price and other evaluating factors;

ii. Proposals shall be solicited through a request for proposals; and

iii. Public notice of the request for proposals shall be given at least seven (7) days before the deadline for submitting proposals, in accordance with Utah Code § 63G-6a-112.

3. Opening of Competitive Sealed Proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.

4. Fair and Equal Treatment. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, the Town may not disclose of any information derived from proposals submitted by competing offerors.

5. Awards for Competitive Sealed Proposals. Awards shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

F. Architect-Engineer Services. Architect-engineer services are qualification-based procurements. The Town shall procure such services in accordance with Utah Code, Title 63G, Chapter 6a, Part 15, by publicly announcing a request for statements of qualifications and negotiating contracts on the basis of demonstrated competence and qualification at fair and reasonable prices.

G. Determination of Non-responsibility of Bidder. Determination of non-responsibility of a bidder or offeror shall be made in writing. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the bidder or offeror. Information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the Town without prior written consent by the bidder or offeror.

H. Contractor Eligibility. To be eligible to receive a contract from the Town under this Policy, a bidder shall:

1. Be in good standing with the Town;

2. Comply with the applicable provisions of this Policy;

3. Have the necessary licenses and other authorizations needed to conduct business in the State of Utah and to provide the services that are the subject of the procurement; and

4. Not be debarred by the Town or the State of Utah in accordance with applicable State law.

I. Cost-Plus-A-Percentage-Of-Cost Contracts Prohibited. Subject to the limitations of this section, any type of contract which shall promote the best interests of the Town may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the Town than any other type or that it is impracticable to obtain the supplies, services, or construction, required except under such a contract.

IV. APPEALS

Appeals of Town procurement actions shall be made in accordance with Chapters 1.03 and 3.02 of the Copperton Municipal Code.

V. REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

A. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Procurement Agent, after consultation with the Town Attorney, determines that a solicitation is in violation of federal, state, or local law, then the solicitation or proposed award shall be canceled or revised to comply with applicable law.

B. Prior to Award. If after a bid opening or the closing date for receipt of proposals, the Procurement Agent, after consultation with the Town Attorney, determines that a solicitation or a proposed award of an agreement is in violation of federal, state, or local law, then the solicitation or proposed award shall be canceled.

C. After Award. If after an award, the Procurement Agent, after consultation with the Town Attorney, determines that a solicitation or award of an agreement was in violation of applicable law, then:

1. If the person awarded the agreement has not acted fraudulently or in bad faith:

    i. The agreement may be ratified and affirmed, provided it is determined that doing so is in the best interests of the Town; or

    ii. The agreement may be terminated and the person awarded the agreement shall be compensated for the actual costs reasonably

incurred under the agreement, plus a reasonable profit, prior to the termination; and

2. If the person awarded the agreement has acted fraudulently or in bad faith, the agreement may be declared null and void or voidable, if such action is in the best interests of the Town.

VI. VIOLATIONS

Any violation of this Policy is grounds for disciplinary action and for civil or criminal prosecution, as applicable, at the discretion of the Town.

VII. ETHICS IN PUBLIC CONTRACTING

A. Conflicts of Interest Prohibited. No person involved in making procurement decisions may have personal investments in any business entity that would create a substantial conflict between their private interests and their public duties. The Procurement Agent and all applicable Town officials, staff, and contractors shall comply with the Town's ethics and nepotism ordinances, policies, and other applicable requirements when making procurement decisions or otherwise implementing this Policy.

B. Penalties. A person involved in making procurement decisions who knowingly receives, solicits, or offers to receive a gratuity or kickback in connection with a Town procurement, and a person who knowingly gives or offers a gratuity or kickback to obtain a Town contract, is subject to the criminal penalties provided in Utah Code, Title 63G, Chapter 6a, Part 24, including Utah Code § 63G-6a-2404, in addition to any discipline under this Policy.

VIII. MISCELLANEOUS

A. Successor Statutes. Any statute referred to in this Policy shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

B. Severability. If any section, subsection, sentence, clause, or phrase of this Policy is for any reason held to be invalid by a court of competent jurisdiction, such decision does not affect the validity of the remainder of this Policy.