

## **ARTICLE I: GENERAL PROVISIONS**

### **Section 1. Purpose:**

This manual provides policies, procedures, instructions, practices, and processes for the procurement management system of the Cheyenne and Arapaho Tribes. The procurement management system is the process of obtaining needed goods and services from individuals and agencies outside the Tribal organization utilizing guidelines that are in conformance with Federal regulations, regardless if the goods and services are purchased by Federal or Tribal funds. It ensures the economical and efficient purchase of materials, supplies, equipment, contracts and services in support of the Cheyenne and Arapaho Tribes' Programs. The term "procurement" includes both contracts and modifications for construction or services, as well as purchase, lease or rental of supplies and equipment.

It is the intention of the Cheyenne and Arapaho Tribes to incorporate in this manual, relevant requirement of Federal funding sources including, but not limited to 2 CFR 200 and specific grantor requirements for all programs administered by the Tribes, irrespective of their funding or revenue source. The policies and procedures in this manual are not intended to conflict with Federal laws or regulations. In the event of a conflict, Federal law and regulation will apply.

### **Section 2. General Policy:**

The general policy of the Cheyenne and Arapaho Tribes relating to all purchases is to secure the most economical, feasible and highest quality of goods for the price. The following are intended to accomplish this goal: Establish evaluation and review procedures to ensure that the Cheyenne and Arapaho Tribes do not buy duplicative or unnecessary items and that procurement action is fully evaluated and monitored. Ensure fair and accurate descriptions of goods and services. Use appropriate contractual relationships between the Tribal organization and the vendor. Conduct cost and price analysis to insure reasonableness, allocability, and allowability of cost to the Tribes. Insure inclusion of standard contract clauses and provisions desired by Tribal Administration. Provide preferential treatment to small businesses, minority-owned firms, Indian organizations, Indian-owned economic enterprises and women's business enterprises. Settle all contractual and administrative disputes arising out of procurement in accordance with good administrative practices and sound judgement. Provide protest procedures to handle and resolve disputes relating to procurement.

### **Section 3. Policy Applications:**

The Procurement Policy Manual shall apply to the following: Tribal Executive Officials and Employees, Tribal Legislative Officials and Employees, Tribal Judicial Officials and Employees, Tribal Council Officials and Employees, Tribal Committees and Boards, and every other Tribal Official or Employee (hereafter referred to as "Officials and Employees"), Federal and Tribally funded programs, Gaming Revenue Allocation Plan (GRAP) Programs, accounting entities

utilizing the finance and accounting systems of the Cheyenne and Arapaho Tribes, tribal government selectees, and officers or agents of the Cheyenne and Arapaho Tribes).

**Section 4. Policy/Procedure Review:**

An audit/management review will be conducted annually by the Procurement Grants & Contracts Office to determine that the procurement management practices of the Cheyenne and Arapaho Tribes are meeting the needs of the Tribal programs and departments. As a result of the review, necessary revisions/updates to the Procurement Policy Manual shall be made on an annual basis no later than December 31<sup>st</sup> of each calendar year to conform to current applicable federal laws and standards. The Office of Procurement, Grants & Contracts shall be the responsible entity authorized to make revisions/updates to the manual. **When proposed revisions/updates are made, the Executive Director of the Department of Administration shall be responsible for reviewing and approving any and all revisions/updates.** Revisions/updates to the Procurement Policy Manual shall be documented in this section.

<b>Implementation Date</b>	<del>March 2008</del>
<b>Revision Date</b>	<del>December 2009</del>
<b>Revision Date</b>	<del>September 2010</del>
<b>Revision Date</b>	<b>August 2016</b>

**Comment [BH1]:** New dates need to be established.

**Section 5. Policy Implementation:**

It is the responsibility of the Executive Director of the Department of Administration, Program Directors and Coordinators to ensure that these policies are implemented in all applicable circumstances. Further, the PG&C Specialist shall clarify the instructions, practices, procedures, policies and responsibilities to Officials and Employees as needed/requested.

**Section 6. Responsibility:**

All Officials and Employees affected by this manual are responsible for knowledge of and compliance with all provisions contained herein.

Violations of these policies and procedures shall be subject to disciplinary action in accordance with Personnel Policies of the Cheyenne and Arapaho Tribes.

## ARTICLE II: CODE OF ETHICS

### Section 1. Code of Ethics:

To ensure governmental accountability and responsibility in government activities, the Cheyenne and Arapaho Tribes shall incorporate the Code of Ethics passed by the Third Legislature, Resolution No. 3L-2010-RS-20-03. The purpose of the Code of Ethics is to establish ethical standards for the Cheyenne and Arapaho Tribes. The Code of Ethics was adopted in order to provide guidance to Tribal Officials and Employees and to allow for enforcement of the provisions contained in the Code of Ethics, thereby providing a faithful, unbiased, and ethical government to the people of the Cheyenne and Arapaho Tribes. All those acting on behalf of the Cheyenne and Arapaho Tribes are employed and given sacred trust to act in the highest ethical manner and in the best interests of the Tribes. Those individuals elected, appointed, or employed, shall not place their personal interest above that of the Tribes. It is imperative that each and every Tribal Official and Employee is held to high ethical standards and to place their interests behind the best interest of the Tribes.

**Comment [MB2]:** Do the Tribes have a Code of Ethics and Commission?

All Officials and Employees involved in Purchasing or Contracting activities must follow the Code of Ethics as well as the Code of Conduct contained in the Personnel Policies of the Cheyenne and Arapaho Tribes (Section 7.0). All Officials and Employees will be subject to disciplinary action as a result of breaches of the Code of Ethics in accordance with decision of the Cheyenne and Arapaho Tribal Ethics Commission findings.

Compliance with these standards is necessary to ensure that the Cheyenne and Arapaho Tribes comply with requirements contained in Federal Regulations, in 2 CFR 200, in 25 CFR 900.48 and to uphold the Tribe's integrity and best interests among those with whom it does business. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the Cheyenne and Arapaho Tribes. The Cheyenne and Arapaho Tribes recognize its responsibility to conduct all business in a manner above reproach and censure.

The Code of Ethics shall expand on the subject of Applicability, and shall also include standards for Conflict of Interest, Ethics Commission and Reporting Violations.

### Section 2. Applicability:

The Code of Ethics shall apply to all Tribal Officials and Employees who are engaged in or in a position to influence any procurement action.

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial interest, a tangible personal benefit or other interest in or from a firm considered for a contract. The officers, employees, and agents of the Cheyenne and Arapaho Tribes must neither solicit nor accept gratuities, favors, or anything of

monetary value from contractors or parties to subcontracts. However, officers, employees, and agents of Cheyenne and Arapaho Tribes may accept items in those situations in which the financial interest is not substantial (less than \$25.00) or the gift is an unsolicited item of nominal intrinsic value (less than \$25.00). Disciplinary actions shall be applied for violations of such standards by officers, employees, or agents of the Cheyenne and Arapaho Tribes.

Tribal Officials and Employees shall include:

Tribal Executive Officials and Employees, Tribal Legislative Officials and Employees, Tribal Judicial Officials and Employees, Tribal Council Officials and Employees, Tribal Committees and Boards, and every other Tribal Official or Employee (herein referred to as "Officials and Employees"), Tribal government selectees, and officers or agents of the Cheyenne and Arapaho Tribes).

### **Section 3. Ethics and Standards of Conduct for Tribal Officials.**

Officials of the Cheyenne and Arapaho Tribes hold their official positions as trustees to the public with a fiduciary responsibility to the Cheyenne and Arapaho Tribes and its members.

For purposes of this Code of Ethics, the term "immediate family" shall include the father, mother, son, daughter, sister, brother, uncle, aunt, first cousin, nephew, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, step-mother, step-son, step-daughter, step-brother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson or granddaughter of the relevant person.

The following includes, without limit, the standards of conduct to which Tribal officials must adhere:

#### 1. Unauthorized Promises or Commitments

Officials of the Cheyenne and Arapaho Tribes shall make no commitments or promises purporting to bind the Cheyenne and Arapaho Tribes without appropriate authorization under the laws of the Cheyenne and Arapaho Tribes. Any individual injured by violation of this Section shall retain the right to pursue all remedies available under Tribal law. Legislative immunity shall not protect a Tribal official from civil suit or criminal prosecution in the event the Tribal official makes a promise or commitment outside the scope of his or her authority.

#### 2. Misuse of Position for Personal Gain

An official of the Cheyenne and Arapaho Tribes shall not use his or her official position or office to obtain financial gain or anything of substantial value for the private benefit of the official or his or her immediate family, or for an organization with which the official is associated.

#### 3. Misuse of Tribal Resources or Property

Officials of the Cheyenne and Arapaho Tribes shall not utilize the Cheyenne and Arapaho Tribes' resources or property for an unauthorized purpose or activity. A Tribal Official has a

duty to protect and conserve Tribal property and shall not use such property, or allow its use, for other than authorized purposes.

#### 4. Misuse of Position for Personal or Political Interests

Officials of the Cheyenne and Arapaho Tribes shall not use or attempt to use their official positions in a manner that could place their personal or political interests before those of the Cheyenne and Arapaho Tribes and its members. Moreover, Tribal officials should not act in a manner which appears to place their personal or political interests before those of the Cheyenne and Arapaho Tribes and its members.

#### 5. Threatening or Intimidating Tribal Employees

Officials of the Cheyenne and Arapaho Tribes shall not threaten or intimidate any employee of the Cheyenne and Arapaho Tribes in reprisal for the employee acting within the scope of the employee's official duties and authority.

#### 6. Preferential Treatment

Officials of the Cheyenne and Arapaho Tribes shall not use or attempt to use their official positions to give preferential treatment to any private person or organization.

#### 7. Bribery

Officials of the Cheyenne and Arapaho Tribes shall not solicit or accept, directly or indirectly, anything of value in return for introducing a Resolution or Ordinance, casting a vote in a certain way, or otherwise influencing any decision of the Tribal government. Nothing in this provision shall be interpreted to prevent the giving of gifts in accordance with traditional practice, ceremonies, honoring, or giveaways.

#### 8. Use of Information for Personal Gain

Officials of the Cheyenne and Arapaho Tribes shall not intentionally use or disclose information gained in the course of or by reason of the official's position or activities in any way that could result in the receipt of anything of value for the official or for his or her immediate family, or for any other person, if the information is not in the public domain. A Tribal Official shall not engage in a financial transaction using non-public information, nor allow the improper use of non-public information to further his own private interest or that of another, whether through advice or recommendation, or by knowing unauthorized disclosure.

#### 9. Perjury

Officials of the Cheyenne and Arapaho Tribes shall not commit perjury before any Tribal court, board, committee, commission, or other governmental entity of the Cheyenne and Arapaho Tribes.

#### 10. Use of Position to Gain Unlawful Benefits, Advantages, or Privileges

Officials of the Cheyenne and Arapaho Tribes shall not use or attempt to use their official position to influence or gain unlawful benefits, advantages, or privileges for themselves or for their immediate family.

#### 11. Neglect of Duty

Officials of the Cheyenne and Arapaho Tribes shall not intentionally or otherwise neglect the duties specific to an individual's particular office or the general duties of a Tribal official. Such general duties include, but are not limited to, regular attendance at and on—time arrival at scheduled meetings, work assignments, conferences, workshops, seminars, or other official governmental related meetings or activities.

#### 12. Interference with Administrative Processes

Officials of the Cheyenne and Arapaho Tribes shall not use their official positions to contravene or interfere on behalf of any employee or member of the Cheyenne and Arapaho Tribes engaged in or exercising any established administrative process or remedy. Tribal officials shall not intimidate or threaten any administrative personnel in an attempt to influence the administrative personnel's decisions or rulings.

#### 13. Improper Relations with the Court

Tribal officials shall not attempt to obstruct, interfere with, or control the functions of any Tribal Court. Tribal officials shall not attempt to influence the functions of any Tribal Court in any manner in a case or cases then pending before the Court. This Section is intended to prevent coercion or improper influence on the Court through misuse or abuse of one's position as a Tribal official. This Section shall not prohibit a Tribal official from providing testimony, filing an amicus brief, or otherwise participating in a case in accordance with applicable rules of civil procedure and rules of the Court.

#### 14. Lobbying for Complaints

Tribal officials shall not lobby any group or individual to file a complaint against another Tribal official. Any person or group who has a complaint should file that complaint, if appropriate, themselves on their own accord.

#### 15. Conflicts of Interest

- a. Tribal officials must respect and comply with the laws and traditions of the Cheyenne and Arapaho Tribes. They shall at all times act in a manner that promotes confidence in the honesty and impartiality of the government of the Cheyenne and Arapaho Tribes by resisting any improper influence of family or other personal interests, avoiding the use of the prestige or resources of their office to advance the private interest of immediate family or other personal interests, and not employing any special influence or being specifically influenced. No Tribal official must participate in the selection, award, or administration of an employment action or a procurement action or client services

relationship if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the relationship.

b. Tribal officials may not take any official action or participate in any decision that involves immediate family or in which the Tribal officials themselves may have a substantial financial interest or other interest in or a tangible personal benefit from the relationship. Tribal Officials may not participate in any impeachment action to which they are a party.

c. Tribal officials must regulate their extra-governmental activities to minimize the risk of conflict with the duties of their offices.

#### 16. Nepotism

a. Officials of the Cheyenne and Arapaho Tribes shall not employ, appoint, attempt to influence a hiring decision concerning, or otherwise cause to be employed, any immediate family member for any position associated with the Cheyenne and Arapaho Tribes or any board, committee, commission, or other governmental position with the Cheyenne and Arapaho Tribes.

b. The immediate family of any official of the Cheyenne and Arapaho Tribes must adhere to the hiring practices set forth under the Cheyenne and Arapaho Tribes Personnel Policies and Procedures and any other applicable laws enacted by the Cheyenne and Arapaho Tribes.

#### 17. Confidentiality

a. Officials of the Cheyenne and Arapaho Tribes shall not disclose materials or information presented, discussed, or considered in executive or closed session, except to their immediate colleagues who would have been permitted to attend the executive or closed session but were unavailable at the time of such session.

b. Officials of the Cheyenne and Arapaho Tribes must respect the privacy of employees, clients, and members of the Cheyenne and Arapaho Tribes. Tribal officials shall not use or disclose confidential information gained in the course of, or by reason of, their official positions, except to the extent expressly authorized by the individual whose privacy is at risk. Confidential information means any information subject to a legal privilege, any information that is not publicly known or available and about which the individual or entity to whom it relates has a reasonable expectation of privacy, as well as any information that is not publicly known or available and that was revealed to the Tribal official or officials based on the express agreement that the official or officials would treat the information as confidential. This includes confidential information gained during

official meetings as well as information shared with one or more Tribal officials by an employee, client, or member of the Tribe, as well as information shared with one or more Tribal officials by another Tribal official.

#### 18. Alcohol or Illegal Drug Use

- a. During their terms of office, Tribal officials shall refrain from using alcohol or illegal drugs at all times, both within and outside of the exterior boundaries of the Reservation.
- b. A judicial conviction of a drug- or alcohol-related act shall constitute a *per se* violation of this standard. Upon the filing of an ethics complaint alleging violation of this standard, and in the absence of a criminal conviction, the Ethics Review Board shall find that a violation occurred if evidence presented at the hearing shows beyond a reasonable doubt that the Respondent used alcohol or illegal drugs.

#### 19. Gratuities

The Tribal Officials must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Tribal Officials must not solicit kickbacks from contractors or subcontractors in exchange for consideration on such contracts.

#### 20. Gifts

A Tribal Official shall not, directly or indirectly, solicit or accept a gift:

- (1) From a prohibited source,
- (2) Given because of the employee's official position,
- (3) In return for being influenced in the performance of an official act,
- (4) Solicit or coerce the offering of a gift,
- (5) Accept gifts from the same or different sources on a basis so frequent that a reasonable person would be led to believe the employee is using his public office for private gain.

#### 21. Gifts between Tribal Officials

(a) Gifts to superiors. Except as provided in this subpart, an employee may not:

- (1) Directly or indirectly, give a gift to or make a donation toward a gift for an official superior; or
- (2) Solicit a contribution from another employee for a gift to either his own, or the other employee's official superior.

(b) Gifts from employees receiving less pay. Except as provided in this subpart, an employee may not, directly or indirectly, accept a gift from an employee receiving less pay than himself unless:

(1) The two employees are not in a subordinate-official superior relationship; and

(2) There is a personal relationship between the two employees that would justify the gift.

(c) An official superior shall not coerce the offering of a gift from a subordinate.

## 22. Use of Official Time

A Tribal Official shall use official time in an honest effort to perform official duties. A Tribal Official shall not encourage, direct, coerce, or request a subordinate to use official time to perform activities other than those required in the performance of official duties or authorized in accordance with law or regulation.

## 23. Protection of Indian Children

No Tribal Official will be placed in a position with regular contact with or control over Indian children if he/she has been found guilty of or entered a plea of nolo contendere or been found guilty to any offense under Federal, state, or tribal law involving crimes of violence, sexual assault, sexual molestation, sexual exploitation, sexual contact or prostitution, or crimes against persons or when the individual has been convicted of an offense involving a child victim, a sex crime, or a drug felony.

### **Section 4. Standard Code of Conduct Guidelines for Vendors and Suppliers:**

The Standard Code of Conduct for Vendors and Suppliers shall be generally applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any vendor or agent having business or dealings of any kind with the Cheyenne and Arapaho Tribes. The Procurement Office recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Cheyenne and Arapaho Tribes.

While the Procurement Office cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Cheyenne and Arapaho Tribes. Specifically, these guidelines include, but are not limited to, the following:

A. Vendors or Suppliers will not engage in illegal or unethical actions to obtain special favors or consideration from any Tribal Official or Employee in relation to the receipt or award of contracts. Nothing of value, including gifts, favors, entertainment, hospitality, transportation, loans, or any other tangible or intangible benefits shall be offered to Tribal Official or Personnel. These prohibitions do not apply to normal business courtesies, such as advertising items and the like, with a nominal intrinsic value of \$25.00 or

less which are not offered with a corrupt purpose, and are not prohibited by law or regulation.

B. Vendors or Suppliers who have or are seeking to obtain business with the Cheyenne and Arapaho Tribes, may not offer, directly or indirectly, any gratuity, favor, gift, entertainment, loan, or anything of monetary value to any Tribal Official or Employee.

C. Vendors or Suppliers who conduct activities that are regulated by the Cheyenne and Arapaho Tribes, may not offer, directly or indirectly, any gratuity, favor, gift, entertainment, loan, or anything of monetary value to any Tribal Official or Employee. Vendors or Suppliers are prohibited from offering or giving bribes, kickbacks, or other illegal payments or considerations.

E. Vendors or Suppliers shall not allow Tribal Official or Employee to use his or her position to secure any personal privileges for himself/herself or family members.

#### **Section 5. Collusion and Price Fixing:**

Collusion and Price fixing are two (2) forms of abuse occurring most usually when sole sourcing is requested. When sole source procurement is requested, the purchase is not put out for bid or competition, consequently, the Tribe is not obtaining a fair or better price for the purchase. One of the cornerstones of the procurement system is the requirement that procurement of goods or services be awarded, to the greatest extent possible, on the basis of full and open competition.

Collusive bidding or price fixing completely undermines efforts to use competitive purchasing and contracting methods. It has been shown that collusive bidding and price fixing schemes cause the government to pay much more for goods or services than it would have if true competition existed.

The Cheyenne and Arapaho Tribes shall conduct all major procurement transactions by providing full and open competition to the extent necessary to assure efficient expenditure of contract funds and to the extent feasible in the local area. In the process of securing bids, if some form of collusion or price fixing appears or occurs, the factual circumstances shall be referred to the Ethics Commission in accordance with the Code of Ethics.

A. Collusion is an agreement, usually secretive, which occurs between two or more persons to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair advantage. It is an agreement among firms to divide the market, set prices, or limit production. It can involve "wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties." All acts affected by

collusion are considered void.

B. Price fixing is an agreement between business competitors to sell the same product or service at the same price. In general, it is an agreement intended to ultimately push the price of a product as high as possible, leading to profits for all the sellers. Price fixing can also involve any agreement to fix, peg, discount or stabilize prices. The principal feature is any agreement on price, whether expressed or implied. For the buyer, meanwhile, the practice results in a phenomenon similar to price gouging. Price fixing requires a conspiracy between two or more sellers; the purpose is to coordinate pricing for mutual benefit at the expense of buyers.

#### **Section 6. Reporting Requirements:**

Tribal Officials and Employees who become aware of an ethical issue, collusion or price fixing, conflict of interest or questionable situation regarding procurement involving vendors, suppliers or other Tribal Officials or Employees, have a duty to report such to the Ethics Commission as called for in the Code of Ethics (page 15 of 46). Failure to report the matter is a breach of ethical standards governing tribal procurement activities.

#### **Section 7. Sanctions/Disciplinary Action:**

All Officials and Employees will be subject to disciplinary action as a result of breaches of the Code of Ethics in accordance with decision of the Cheyenne and Arapaho Tribal Ethics Commission findings. The Code of Ethics standards shall provide for penalties, sanctions, or other disciplinary action for violations of the standards and in accordance with the Cheyenne and Arapaho Code of Ethics, Cheyenne and Arapaho Tribes Personnel Policies and Procedures, Section 7.0 Code of Conduct, and 25 CFR 900.48 Procurement Management Standards.

#### **Section 8. Examples of Procurement Abuses:**

##### **Provided are examples of abuses when it comes to procurement of goods and services:**

- ◆ Awarding contracts without any competitive process, often to friends and relatives
- ◆ Splitting purchases to remain within small **or micro** purchase limits
- ◆ Using sole source when competition is available
- ◆ Declaring Emergencies when none exist
- ◆ Employing unduly restrictive specifications or requirements to favor one vendor
- ◆ Providing information to only some vendors
- ◆ Waiving mandatory requirements for favored vendors
- ◆ Providing incomplete specifications in the bid documents.

The Procurement Office is committed to ensuring that procurement processes are followed as well as safeguarding the procurement function of the Cheyenne and Arapaho Tribes. We are committed to efficiency, service and ensuring that fair and open competition is protected.

## **ARTICLE III: DEFINITIONS**

### **Section 1. Definitions:**

Definitions, terms and examples of their use in procurement management are arranged in alphabetical order for reference purposes. The terms listed are generally recognized in government agencies directly and indirectly concerned with procurement matters.

ACQUIRE (Acquisition) – To obtain ownership of personal property in any manner, including purchase, transfer, donations, or manufacture. An item will be considered to be acquired at the time title to the item passes to the Cheyenne and Arapaho Tribes irrespective of the point of origin. Usually title will pass upon delivery of property.

ACQUISITION COST – The net invoice price of the item, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired.

ALTERATION AND RENOVATION – Work required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively used for the project. Alteration and renovation may include work referred to as improvements, conversion, rehabilitation, remodeling or modernization.

BID - An offer signed by and binding upon the offeror, in ink or typewritten, to furnish goods or services in conformity with the specifications, delivery terms and conditions, and other requirements included in the solicitation.

BLANKET PURCHASE ORDER (BPO) – A contractual document containing general terms and conditions issued to a vendor to provide specified supplies or services for a stated period of time. The agreement is a continuing offer by the vendor wherein no obligation shall be incurred until an order has been executed in accordance with the BPO. A Blanket Purchase Order is prepared using the standard tribal Purchase Order and must contain a detailed description of the goods or services to be obtained, all pricing information, a not to exceed amount of compensation, names(s) of persons authorized to place orders against the agreement and a fixed term.

CAPITAL EXPENDITURE – The cost of the asset including the cost to put it in place.

CAPITALIZED PROPERTY – That personal property which has been entered on the fiscal accounts as an investment or asset and which has a total acquisition cost or fair market value exceeding \$5,000 and an anticipated service of one year or longer.

COLLUSION – Collusion is an agreement, usually secretive, which occurs between two or more persons to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair advantage.

COMPETITION – The process by which more than one source for goods or services is solicited through the submission of offers which are evaluated for the purpose of selection of a source or sources most advantageous to the needs of the Cheyenne and Arapaho Tribes.

COMPETITIVE BIDDING – Offers submitted by individuals or firms competing for a contract, privilege or right to supply specified services or merchandise.

CONSULTANT – A person who has expertise in a particular field (specialized skills), who serves solely in an advisory capacity, gives advice or services for a fee, but not as an employee, and is paid at a daily or hourly rate.

CONTRACT or SERVICE CONTRACT – A written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. All Cheyenne and Arapaho Tribal Contracts must be in writing and must have signature approval of the Governor.

CONTRACT AMENDMENT OR MODIFICATION – Any written alteration affecting any of the terms of an existing contract accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract. All Cheyenne and Arapaho Tribal Amendments or Modifications must be in writing.

COST ANALYSIS – Review and evaluation of the separate cost elements and proposed profit of (a) an offeror's or contractor's cost or pricing data and (b) an offeror's or contractor's assumptions and judgments in estimating cost from cost data.

DEBARRED/SUSPENDED VENDOR – Completed W-9's are obtained for all vendors conducting business with the Cheyenne and Arapaho Tribes. When the W-9 is obtained, an [System for Award Management \(SAM\)](#) Check for suspended or debarred vendors will be completed. [In addition, the Cheyenne and Arapaho Tribes will require the vendor to certify on the Debarment and Suspended Certification form.](#) The Cheyenne and Arapaho Tribes will not conduct business with Individuals or Businesses who have been identified as being debarred or suspended from doing business with federal, state, local, tribal governments or for whom the tribe has had previous questionable business dealings of a negative nature.

EMERGENCY PURCHASE – A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency, that does not allow time for normal, competitive purchasing procedures.

EQUIPMENT – Tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost or fair market value of \$5,000 or more per unit.

EVALUATION FACTORS – Those factors specified in the RFP that will be considered in determining to whom a contract will be awarded.

FIXED EQUIPMENT – Equipment that is built into or is permanently affixed to the building or structure, the removal of which will seriously impair the utility of the real property for successor occupants without major repair.

F.O.B. (Free On Board) – Shipping term which defines the point at which the buyer takes legal title to the goods, determining who is responsible for payment of freight, and who is responsible for prosecuting claims against carriers for loss of damage to the goods in transit.

GOODS – Supplies, materials, equipment, and all other tangible commodities, except real property.

INVITATION FOR BID (IFB) – A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. The IFB will be used when price is the sole determining factor in selecting the contractor. An IFB is part of the competitive process which will facilitate a fair opportunity for qualified entities meeting the requirements specified to offer their goods and/or services for consideration.

OFFEROR (BIDDER) – A person or entity responding to a solicitation.

PERSONAL PROPERTY – Any property other than real property including supplies, materials and equipment. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

PERSONAL SERVICES or SERVICES RENDERED – Services of attorneys, physicians, architects, engineers, consultants and other recognized professional individuals and associations whose services are customarily negotiated.

PRE-BID CONFERENCE – Meeting held with prospective bidders prior to solicitation of bids, to clarify any ambiguities, answer bidder questions, and ensure all bidders have a common basis of understanding regarding the supplies or services required. The pre-bid conference is usually conducted when doing a sealed bid for construction.

PRICE ANALYSIS – An Analysis which may include Cost Analysis for the purpose of determining that a price submitted by an offeror is fair and reasonable.

PRICE FIXING – Price fixing is an agreement between business competitors to sell the same product or service at the same price. In general, it is an agreement intended to ultimately push the price of a product as high as possible, leading to profits for all the sellers.

PROCUREMENT – The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a purchase requisition, through receipt and acceptance of delivery and processing of a final invoice for payment.

PROPOSAL – An offer signed by, and binding upon the Offeror in response to a “Request for Proposal”.

PURCHASE ORDER (P.O.) – The official document which authorizes a vendor to deliver specific goods or render described services to a Tribal organization or department.

PURCHASE REQUISITION – The official document requesting and identifying the specific goods or services required by a program or department.

QUOTATION – A response by a vendor to an informal solicitation stating the terms and conditions under which goods will be furnished.

REAL PROPERTY – Land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

REQUEST FOR PROPOSAL (RFP) – A formal request to prospective vendors inviting submission of proposals for services to be provided to the tribe. Such services consist of professional consultant, training services, attorney or CPA services, etc. The RFP will be used when other factors will be considered in the selection of the contractor in addition to the price. The RFP will be used when the tribe wishes to obtain information about the vendor qualifications, their services, their background, [their proposed process for fulfilling the need](#) and a breakdown of their costs. An RFP are part of the competitive process which will facilitate a fair opportunity for qualified entities meeting the requirements specified to offer their goods and/or services for consideration.

SCOPE OF WORK (SOW) – The entire subject matter of a Contract in terms of goods to be delivered or services to be performed under the Contract. Scope includes all contract terms, conditions, and specifications.

SHORT LIST – A limited number of offerors who, through a qualification process, are qualified to participate in a further evaluation and/or negotiation process for award of a Contract.

SOLE SOURCE PROCUREMENT – A situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

SOLICITATION – A request for offers from vendors through either a formal or informal process.

## **ARTICLE IV: PROCUREMENT MANAGEMENT**

### **Section 1. Accountable Office:**

The Procurement, Grants & Contracts Office of the Cheyenne and Arapaho Tribes is designated as the “Accountable” office for purposes of implementing the policies and procedures in this manual.

### **Section 2. Procurement Management:**

The PG&C Specialist, under the direction of the Procurement, Grants and Contracts Director, has the responsibility to formulate and implement procurement management procedures and guidelines for Tribal Officials and Employees to follow. Duties and Responsibilities of the PG&C Specialist shall be as follows:

- 1) The PG&C Specialist shall be responsible for implementation of a management system that ensures systematic practices, procedures and responsibilities for the economical and efficient purchase of materials, supplies, equipment, contracts and services in support of the Cheyenne and Arapaho Tribes’ Programs
- 2) The PG&C Specialist is responsible for ensuring that all purchasing and contracting activities are carried out properly and in a manner that best serves the interests of the Cheyenne and Arapaho Tribes.
- 3) The PG&C Specialist has the direct responsibility for the formulation of policy on procurement management.
- 4) The PG&C Specialist is further directed by the Tribal Government to maintain a procurement management system for obtaining needed goods and services from individuals and agencies outside of the Tribal organization utilizing guidelines which are in conformance with Federal regulations, regardless if the goods and services were purchased with Federal or Tribal funds. The term “Procurement” includes both contracts and modifications for construction or services as well as purchase, lease or rental of supplies and equipment.

### **Section 3. Vendor Files:**

The Procurement Program will maintain vendor files which will include:

- ◆ Technical, managerial and financial capabilities
- ◆ Bid/Cost reliability experience
- ◆ Quality and delivery experience
- ◆ Compliance with administrative requirements (Davis-Bacon Act, TERO Action, civil rights, wage rates, environmental, etc.),
- ◆ Completed W-9, including a [www.SAM.gov](http://www.SAM.gov) form check (for suspension or debarment).

#### **Section 4. Records/Files:**

Purchase Transaction Files are maintained by the Finance A/P Department, the Procurement Office and the Property Department. The Finance A/P Department transaction files will contain Vendor Invoices, Monthly Statements and Invoices. The Procurement Office transaction files will contain the pink Purchase Requisition/Purchase Order copies and supporting documentation. The Property Department transaction files will contain the yellow Purchase Requisition/Purchase Order copies.

#### **Section 5. Insurance Coverage:**

In order to protect the interest of the Tribes, reduce costly and unnecessary litigation and meet the requirements of Federal funding sources, the Tribes will secure and maintain insurance coverage on all equipment purchases adequate to protect against unanticipated loss. Insurance coverage will meet any specific requirements of grants and contracts, applicable statutes and Tribal policies and will generally include:

- a) General Liability
- b) Property damage (including vehicle)
- c) Accidents
- d) Employee fidelity
- e) Errors and Omissions.

#### **Section 6. Employee Responsibility:**

Employees are urged to be as careful with tools and other Tribal property as they are with their own belongings. Every piece of property owned by the Tribes represents an investment in job security for our Tribal employees. As an employer, the Cheyenne and Arapaho Tribes looks upon its Directors and Coordinators as its first line of defense against waste of materials and carelessness in the handling of Tribal property.

#### **Section 7. Personal Use of Property:**

In no circumstance will Tribal property or property under the custody of the Tribe be used for any purpose but for the actual needs or performance of work undertaken by Tribal Departments and programs funded by Federal and Tribal monies. The use of Tribal property for the advantage, comfort, convenience, or pleasure of any person or private purpose is strictly prohibited. Employees of the Cheyenne and Arapaho Tribes shall not purchase any product, material, or services for personal use through the tribal procurement system. **The use of Tribal vehicles for travel between home and place of work is strictly prohibited. However, Government motor vehicles, specifically General Services Administration (GSA) vehicles, are to be used for official purposes only and solely in the performance of the program. Employees may not use a government motor vehicle (Tribal Program Vehicle or GSA) for transportation between their place of residence and place of employment unless the Tribes authorize such use after making the necessary determination under 31 U.S.C. 1344 and 41 CFR Part 102-5. (Refer to the Property**

### **Section 8. Authorized Signatory Authority:**

A master list of all persons authorized to sign or approve purchase requisitions and purchase orders will be maintained by the Procurement Program. It shall be the individual programs' responsibility to inform the Procurement Program, via memorandum, of changes to the authorized signatory authority. This memorandum must have concurrence of the Executive Director of the Department of Administration.

In the short term absence of the authorized signatory authority, a Memorandum of Delegation must be attached to the purchase requisition. No other signatures are valid without this memorandum and no requests will be processed without it.

### **Section 9. Preferred Vendors:**

The following policy statements provide a foundation for all other policies and procedures presented in this manual. These policy statements reflect Tribal and government policies and practices.

- A) The Cheyenne and Arapaho Tribes' purchasing and contracting efforts shall reflect a preference for Indian owned and operated businesses whenever possible, in accordance with the provisions set forth in 25 CFR Section 900.48(d)(2) *in conjunction with full and open competition. A set-aside purchase from only Indian vendors is prohibited as it does not constitute full and open competition.*
- B) The Cheyenne and Arapaho Tribes shall make positive efforts to use disadvantaged businesses, minority-owned firms, women's business and small business sources of supplies and services when no conflict exists with the Indian preference provision. These efforts shall include ensuring that these businesses are used to the fullest extent practicable by including them on solicitation lists and assuring that they are solicited whenever they are potential sources. This policy reflects the requirements of 25 CFR 900 and the procurement standards set forth in *2 CFR 200.*
- C) Whenever possible, Small, Veterans/Veteran's Disabled, Woman/Women's Business and Local Enterprises shall be considered as sources of supply for material, equipment, or services needed for the operation of the tribal government.
- D) Federal government sources of supply will be considered when feasible. Such sources may be used whenever they offer the Tribes the best available price *and* the ability to meet the Tribe's technical and delivery requirements.

## Section 10. Approved Vendor List:

The Cheyenne and Arapaho Tribes' Procurement Office shall maintain an Approved Vendor List from which tribal programs can conduct business with. These vendors shall have completed the process of having a [www.SAM.gov search](#) conducted and be entered into the MIP system as an authorized vendor. [The Cheyenne and Arapaho Tribes' Procurement Office will require each vendor to complete a Debarment Certification form which requires the vendor to further certify that they have not been debarred by any Federal, State, local or Tribal entity nor have they been convicted or indicted for the crimes listed on the form nor have they been terminated for default by a Federal, State, local or Tribal entity.](#) The SAM search verifies that the Vendor is not debarred or suspended from doing business with the [federal government](#). **If there should be a vendor from another state that is selected for a service for the Tribes, a debarment search of that particular vendor's home state must be conducted to ensure the company is not on that states debarment listing.**

**Comment [BH4]:** The SAM search only certifies that they are not debarred by the Federal government. The Tribes need to do a search of the state debarment web sites as well.

**Comment [MB5]:** Oklahoma does not have a debarment website.

The Procurement Tech is responsible for setting up the vendor account in the MIP system, which allows the tribe to utilize the vendor. The Policy for Establishing New Vendor Accounts (Article V, Section 2) shall be followed when establishing New Vendor accounts.

## Section 11. Debarred/Suspended Vendor List:

Unauthorized Vendors are those Individuals or Businesses who have been identified as being debarred or suspended from conducting business with federal, state, local, tribal governments or for whom the tribe has had previous questionable business dealings of a negative nature. These Individuals or Businesses will be placed on the Cheyenne and Arapaho Tribes Debarred/Suspended List and no tribal program shall be allowed to conduct business with them. Individuals or Businesses will remain on this list [for the period defined by the debarring agency](#).

The Cheyenne and Arapaho Tribes have the authority to request a W-9 from any Individual or Business for the purpose of conducting a [SAM search](#). This will include prospective Individuals or Businesses submitting Bids, Quotes, or Proposals for any project regardless if their bid, quote or proposal was selected for the project. If the Individual or Business refuses to submit a completed W-9 form, they will be placed on the Debarred/Suspended List until such time as they comply with this requirement.

## Section 12. Leases, Contracts or Service Agreements:

Any type of Lease Agreement is considered a Contract. Lease agreements are generally equipment leases, such a copier leases, etc., but may also include storage, rental and vehicle lease agreements, etc.

Purchases involving bulk supplies, construction or services of any kind generally require a Contract (aka a Services Agreement) which contains details of the items to be purchased or construction or services to be performed. A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the

buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract basically outlines what is expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), and obligations of the Contractor.

All Leases, Contracts, or Service Agreements must be in writing and have signatory approval of the Governor. Upon receiving the lease, contract or service agreement, the program shall forward it to the Executive Office for attorney review and signatory approval of the Governor. Authority to initiate a lease, contract, or service agreement action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded. **PROGRAM DIRECTORS/COORDINATORS OR OTHER TRIBAL PERSONNEL ARE NOT AUTHORIZED TO SIGN LEASES, CONTRACTS OR SERVICE AGREEMENTS.** Copies of the signed document(s) shall be provided to the Procurement Office.

**NOTE:** To ensure the most cost effective method of acquiring copier lease contracts, the COMIT/IT Department has the authority and responsibility to review and execute all Copier Lease Contracts on behalf of the Cheyenne and Arapaho Tribes. As such, all copier leases must be processed thru the COMIT/IT Department. (Refer to Article V, Section 20, Part B).

### **Section 13. Sources of Supply:**

The Cheyenne and Arapaho Tribes, to insure that costs incurred are reasonable, will investigate alternative sources of supply for goods and services, including lists, catalogs and consideration of lease versus purchase. The Federal Government has established certain sources of supply under the General Services Administration. Tribal organizations receiving Federal funds are required to consider these sources of supply before using commercial vendors. These established sources of supply within the Federal Government are the General Services Administration (GSA) Stocking Program, GSA self-service stores, Federal Supply Schedules and special governmental suppliers. Tribal organizations are permitted to use these sources of supply by virtue of receipt of Federal Grants and Contracts and the establishment of a relationship with GSA through these Grants and Contracts. The PG&C Specialist will provide assistance to eligible programs in accessing these resources.

### **Section 14. Excess Property Acquisition:**

The **PG&C Specialist** is responsible for establishing procedures to acquire excess state and federal government property. All requests will be screened by the **PG&C Specialist** to determine availability from government agencies rather than by direct purchase. The program will provide a list of requirements to the Procurement Office to assist the **PG&C Specialist** in fulfilling these requirements. Periodically the **PG&C Specialist** will screen excess catalogs to determine availability of items from various government agencies and will notify the program Director/Coordinator of material or property that is available. Acquisition will be coordinated through the Procurement Office.

**Comment [MB6]:** Should Property & Supply be responsible for this process?

## **ARTICLE V: GENERAL PURCHASING POLICIES**

### **Section 1. General Purchasing Policies:**

All acquisitions relating to non-real property shall be governed by the provisions of this section.

The major purchase categories are:

- ◆ Expendable supplies (Consumable)
- ◆ Capital Acquisitions (Non-expendable equipment)
- ◆ [Construction Services](#)
- ◆ Trade Services/Other Services
- ◆ Professional/Consultant Services
- ◆ Emergency Work Order Services

### **Section 2. Policy for Establishing New Vendor Accounts:**

The following procedures will be utilized when establishing new Vendor Accounts:

- A. Program will submit a written request to the Procurement Tech. [The](#) request shall include the Vendor contact information (name, address, phone number, etc.), completed W-9 Form, Justification/Reason for needing the account, and signature and authorization of the Program Director.
- B. Upon receipt, the Procurement Tech shall conduct a [SAM.gov](#) check. The [SAM.gov](#) check determines if a business has been suspended or debarred from receiving federal contracts. A [debarred](#) finding will result in the tribe not being able to conduct business with this entity.
- C. The Procurement Tech will begin procedures to setup the account in the MIP system, which allows the tribe to utilize the new vendor.

**This process should take a minimum of two (2) days to complete**

### **Section 3. Policy for Completing Credit Applications:**

The following procedures will be followed for requesting a completed Credit Application:

- A. Program will submit a written request to the Procurement Tech. [The](#) request shall include the Vendor contact information (name, address, phone number, etc.)
- B. Credit Application Form, Completed W-9, Justification/Reason for needing the account, and signature and authorization of the Program Director.
- C. Upon receipt, the Procurement Tech shall conduct an [SAM.gov](#) check. The [SAM.gov](#) check determines if a business has been suspended or debarred from receiving federal contracts. A [debarred](#) finding will result in the tribe not being able to conduct business with this entity.
- D. The Procurement Tech will begin procedures to setup the account in the

MIP system, which allows the tribe to utilize the new vendor.

- E. The Written Request and [SAM.gov](#) findings will be forwarded to the Controller within the Finance Department, who will complete the banking information.
- F. After the banking information has been completed, the paperwork will be forwarded to the A/P Department, who will begin procedures to complete the Credit Application.

**Be advised the completed process will take at least two (2) weeks.** No person or employee, including directors, coordinators, supervisors, etc., shall be authorized to obligate funds on behalf of the Tribes. Violators shall be subject to disciplinary action (including dismissal) and/or prosecution. (Refer to [Policy for Establishing New Vendor Accounts and Completing Credit Applications, Attachment A](#)).

#### **Section 4. Purchase Requisition:**

Requests for purchase of supplies, equipment, contracts for services or other property are submitted by a Purchase Requisition (Attachment B). Preparation and submission of the Purchase Requisition is the first step of the Purchase Order process. Before any item can be entered into the Tribe's purchase order system, the Purchase Requisition Form must be completed first. After the Purchase Requisition has been approved, the Purchase Order is then processed.

The most critical aspect in preparing the purchase requisition is the justification of need. The requesting program or department will provide a narrative justification which can support the acquisition of the property/supply items in question. In addition, documentation (i.e. Quote or Bid, schedule/flyer of events, lease agreement, etc.) should be attached to the purchase requisition.

The Purchase Requisition must include the following information:

- Date
- Justification of need for proposed item(s) include vehicle tag number, if applicable
- Name of Ordering Department or Program
- Name of Person requesting purchase
- Timeframe: Indicate whether this is a onetime purchase or a blanket purchase order
- Vendor Name, telephone number and contact person
- Product Number
- Description of items to be purchased
- Number of items to be purchased
- Unit Price
- Estimated or Actual Amount of Purchase
- Shipping, Destination Charges: When ordering equipment products, shipping, freight delivery and destination charges should be accounted for and added to the total amount of the Purchase Requisition

- Funding source and Account Number
- Approval signature of Program Director/Coordinator
- Attached Documentation

**Section 5. PURCHASE REQUISITION PROCESSING PROCEDURE:** The processing of Purchase Requisitions shall commence as follows:

Step 1: The Purchase Requisition must have signature approval of the Program Director/Coordinator and the Executive Director of your department prior to submitting to the Procurement Office.

Step 2: The Purchase Requisition shall be submitted to the Procurement Office, logged into the *Purchase Requisition Sign-In Book* and placed in the *Purchase Requisition In-Box*. The Procurement Tech will stamp it with the date and time.

Step 3. The Procurement Tech

will check for discrepancies and completed W-9's. Discrepancies include:

- Lack of appropriate signature approval
- Errors
- Justification
- Supporting documentation, etc.

Should there be any questions or concerns regarding the requisition, it will be sent back to the program with a Pink Sheet listing needed corrections or additional information. Errors should be corrected in a timely manner and resubmitted to the Procurement Tech for continued processing. Each Vendor must have a completed W-9 on file before the Cheyenne and Arapaho Tribe can conduct business with them. The Procurement Tech will check the MIP system to ensure the vendor has a completed W-9 on file. If there is not a W-9 on file, this will delay the processing of the purchase requisition. When the W-9 is obtained, an ~~Excluded Parties List Systems (EPLS)~~ [www.SAM.gov](http://www.SAM.gov) check for suspended or debarred vendors will be completed. A negative outcome will result in the tribe not being able to conduct business with the vendor. If the vendor passes the ~~EPLS~~ [SAM.gov](http://www.SAM.gov) check, then the process will move to the next step.

Step 4. After review, the purchase requisition is routed for all remaining approval signatures, which include the following:

- The Contract Accountant who checks to see whether funds are available or if it's an allowable expense, and to ensure proper coding.
- The Property Specialist who will determine need and if there is excess supply on hand. In the event the item(s) are of large quantity or heavy weight, it shall be noted so that appropriate measures can be taken for the delivery of such items.
- The Department of Administration who will also review for any discrepancies (timeframe, account numbers, tribal vehicle tag number, etc.).

- The PG&C Specialist shall sign when the purchase of goods and services has an aggregate total dollar value of more than ~~\$1,000~~ \$2000 or if it is determined that procurement of the item or service should go thru the bid process. If it is determined that the purchase requisition lacks sufficient documentation, such as missing sole source documents or failure to follow the bid process, etc., the PG&C Specialist will send the Purchase Requisition back to the Procurement Tech with a Green Sheet listing needed information. The Procurement Clerk shall then route the paperwork to the requesting program for correction.

Comment [BH7]: See comment below.

**NOTE:** All supporting documentation attached to the purchase requisition is detached and retained for Procurement Files. Therefore, Programs should make a copy of all supporting documentation that is attached to the purchase requisition as the documentation must be submitted with the check request for payment.

#### **Section 6. Purchase Order:**

When the Purchase Requisition has been approved, the Procurement Tech will prepare the Purchase Order in accordance with the Regular Purchase Order Schedule. (Refer to Regular Purchase Requisition Schedule, Attachment C). Purchase Orders (Attachment D) are pre-numbered, used in numerical sequence, and shall include the following information:

Purchase Order Number Current Date shall be entered as "Date Issued" The vendor number, Terms of payment, The Department Code, Shipping Destination, Name, address and zip code from the Vendor listing, Fund Account Number Item number, item description, quantity, unit cost and amount. The total amount of the Purchase Order When the order has been placed, the person placing the order shall mark the purchase order as "complete" to avoid duplication.

#### **Section 7. PURCHASE ORDER PROCESSING PROCEDURE:**

The processing procedure of Purchase Orders shall commence as follows:

- Step 1. The Procurement Tech will prepare the Purchase Order in accordance with the Purchase Order Schedule (Attachment E).
- Step 2. The Procurement Tech shall obtain signature approval from the Governor or Authorized Signature.
- Step 3. When the Purchase Order has been completed, the Procurement Tech shall detach all supporting documentation and retain with procurement files.
- Step 4. The Procurement Tech will notify the program when the Purchase Order is complete. Authorized Program personnel shall sign out for the purchase order in the *Purchase Order Sign-Out Book* located in the Procurement Office.
- Step 5. The white copy and the gold copy of both the requisition and the purchase order

are provided to the program, the yellow copy is provided to the Property Specialist, the pink copy is retained in the Procurement Office, along with supporting documentation.

Step 6. The program personnel will provide the white copy of the purchase order to the vendor, who in turn renders his/her service or product up to the amount of the purchase order. If the final purchase amount is greater 10% over the approved amount, a Supplemental Purchase Order must be submitted for approval prior to delivery of product or rendering of service. (Refer to Section 10, Supplemental Purchase Orders).

### Section 8. PURCHASE ORDER GENERAL INFORMATION:

**NO PURCHASE OR CHARGE CAN BE MADE UNTIL AN AUTHORIZED PURCHASE ORDER OR NUMBER IS ISSUED.** The Purchase Order allows the purchase to be made.

**The bid process shall be followed when a purchase or contract for services exceeds the micro purchase threshold of \$2000.**

**There shall be no splitting of purchases and/or contracts to remain under the micro purchase limits, consequently bypassing the bidding process. Purchases shall not be broken into subsections for any reason.**

For example, if the total purchase is for one item in the amount of ~~\$1,000~~ \$2100, it would be unallowable for the program to process **three** payments of ~~\$333.33~~ \$700.00 for three (3) months, consequently splitting up the purchase or contract to remain under the bidding perimeter. This is an abuse of Procurement Policy and shall not be allowed.

A Purchase Order is allowed to exceed up to 10%. To figure what 10% would be, use the following format:

**Example:** Original Purchase Order Amount is \$350.  
To figure 10% of \$350:  $350 \times 10\% = \$35$ .  $\$35$  plus  $\$350 = \$385$   
The Purchase Order cannot exceed \$385.00

**EXCEPTION:** Purchase Orders are required for the following purchases – regardless of the amount:

- If item(s) to be purchased are on a Charge Type Basis.
  - Credit Cards: A Purchase Requisition/Purchase Order is required before the credit card can be checked out in the Finance Dept.
  - When ordering item(s) thru the COMIT/IT Program (example: Dell, CDW).
  - Purchase Orders may be necessary for individual programs whose funding agencies require them to obtain a Purchase Requisition and Purchase Order for all their expenditures, including all charges under the ~~\$1,000~~ \$2,000 threshold.
- In the event the purchase order is cancelled, the Program shall submit a Memorandum to the Procurement Tech explaining why the purchase order is being voided. The purchase

**Comment [BH8]:** Note that per 2 CFR 200.67, the micro purchase threshold is defined in 48 CFR 2.1. Per this regulation it is set at \$3000 for supplies and equipment, \$2500 for services and \$2000 for construction. Rather than setting three limits and because the Tribes cannot conflict with federal law, I recommend setting the Micro Purchase Threshold at \$2000 for all types of purchases (supplies, equipment, services and construction). For any purchase under this threshold, ONLY ONE quote is necessary.

order will be declared null and void and retained for filing.

- A formal receiving process is followed when property enters into the custody of the Tribes. (Refer to Property & Supply Manual - Receiving Process).

## **Section 9. EMERGENCY PURCHASE REQUISITIONS AND PURCHASE ORDERS:**

An Emergency Purchase Requisition must be fully justified, used infrequently and not as a substitute for inappropriate planning. The Procurement Tech shall be authorized to issue Emergency Purchase Orders on an as needed basis *when the following requirements are met:*

- A. If a situation or emergency arises where the Purchase Order is not able to be processed, the purchase requisition with attached documentation and approval signature(s), can be submitted to the Procurement Office. Upon review a *Purchase Order Number* will be issued that will allow a charge to be made. No purchase or charge can be made until the Purchase Order or Number has been issued.
- B. A detailed Memorandum must be attached, explaining the Emergency situation. **An emergency situation is defined as one where there is the potential for endangering the welfare of the public or endangering the life, health or safety of a person or persons.**
- C. *The Program* is responsible for obtaining **all required signature approvals** (Program Director/Coordinator, Contract Accountant of the program, Property Specialist, Dept. of Administration, Executive Director and PG&C Specialist).
- D. Emergency Purchase Requisitions must be submitted to the Procurement Office, logged into the "Purchase Requisition Sign-In Book" and placed in the "Purchase Requisition In-Box".
- E. Verbally notify the Procurement Tech that this is an emergency purchase requisition, otherwise it may not be processed as an emergency.
- F. Purchase Requisitions will be reviewed and checked for:
  - 1. Errors
  - 2. Supporting Documentation
  - 3. W-9/~~Excluded Parties List Systems (EPLS)~~ [www.SAM.gov](http://www.SAM.gov) check if the vendor is a new vendor *or* does not have a completed W-9 on file, the process will be delayed until the W-9 is obtained and the [SAM.gov](http://SAM.gov) check completed. Programs can assist with this step by verifying with the Procurement Tech as to whether the vendor has a W-9 on file and by obtaining a completed W-9 from the vendor prior to submitting the purchase requisition.
- G. Any errors, questions, or lack of supporting documentation shall delay the process. Should there be errors, Purchase Requisitions will be routed back to the requesting program with a Pink Sheet listing needed information.
- H. The processing time for a complete Emergency Purchase Requisition/Purchase Order is one (1) day and shall be dependent upon the ability to obtain required signatures.
- I. The Procurement Tech will then process the Purchase Order, obtain signature approval from the Governor or authorized signature, and release to the program (See Emergency Purchase Requisition Schedule, Attachment F).

## **Section 10. SUPPLEMENTAL PURCHASE ORDER:**

A Purchase Order is allowed to exceed up to 10%, however, if a purchase order has **unexpectedly** exceeded the allowable 10%, a Supplemental Purchase Order may be requested. Supplemental Purchase Orders may be requested for unexpected costs, such as freight or delivery costs not included in the original purchase order; but the purchase order will not be approved to add other costs to the original order. If a request for a supplemental purchase order is for a considerable amount and for items other than unanticipated freight or delivery costs, it is not considered a “supplemental” and a new purchase order would need to be processed. **Since this is a ‘Supplement’ to an original purchase order, only one (1) Supplemental Purchase Order will be issued per Purchase Order.** A Supplemental Purchase Order must be submitted for approval *prior to obtaining the product or delivery of product.*

Provided below are explanations for supplemental purchase orders as they apply to Services Contracts and items that have been procured by the bid process.

- A. Service Contracts or Items Procured through Bid Process: With regard to Service Contracts or Items that have been procured through the bid process, a supplemental purchase order is like a ‘change order’; if the amount of the change is minor, it probably occurred because of errors in the original purchase order. However, if the change is significant, it is probably occurring because the program wants to change the original order and does not want to rebid. This is a violation of federal law because the original vendors who quoted on the original order are not permitted to quote on the change thus violating their rights. The vendor submitted a bid or quote on the original solicitation and the original purchase order was based on that bid or quote. If there is a change, then it must have occurred because the program came back to the vendor and requested that something be added. Therefore, a supplemental purchase order cannot be processed when other costs are added

**EXCEPTION: Construction Activities must include change order or modification documents and are still limited to the 10% overage.**

**Section 11. BLANKET PURCHASE ORDER (BPO):** The Blanket Purchase Order is a contractual document containing general terms and conditions issued to a vendor to provide specified supplies or services for a stated period of time. The agreement is a continuing offer by the vendor wherein no obligation shall be incurred until an order has been executed in accordance with the BPO.

- A) **MONTHLY EXPENDITURES** - When economically appropriate, blanket purchase orders may be issued for the payment of certain routine, reoccurring monthly expenditures.

**Monthly Expenditures Include:**

**Rent, Storage, Space Cost, Leases, Vehicle and Equipment Lease**

- ◆ If the monthly expenditure is *less than* ~~\$1,000~~ \$2,000 per billing cycle – which is generally every 30 days or one (1) month - process the payment directly by Check Request.
- ◆ If the monthly expenditure is *more than* ~~\$1,000~~ \$2,000 per billing cycle – which is generally every 30 days or one (1) month - process a Blanket Purchase Order.

Total Monthly Expense <i>Less than</i> <del>\$1,000</del> \$2,000 within 1 billing cycle	No Blanket P.O. necessary Process payment by Check Request
Total Monthly Expense <i>Exceeds</i> <del>\$1,000</del> \$2,000 within 1 billing cycle	Process Blanket P.O.

- B) **UTILITIES** - The use of Blanket Purchase Orders for Utilities is no longer necessary – *provided they do not exceed* ~~\$1,000~~ \$2,000 *within one billing cycle*. Billing Cycles are generally every 30 days or one (1) month.

**Utilities include:**

**Electricity, Gas, Water, Sewer and Garbage**

- ◆ If the Utility is *less than* ~~\$1,000~~ \$2,000 per billing cycle – which is generally every 30 days or one (1) month - process the payment directly by Check Request.
- ◆ If the Utility is *more than* ~~\$1,000~~ \$2,000 per billing cycle – which is generally every 30 days or one (1) month - process a Blanket Purchase Order.

Total Utility Bill <i>Less than</i> <del>\$1,000</del> \$2,000 within 1 billing cycle	No Blanket P.O. necessary Process payment by Check Request
Total Utility Bill <i>Exceeds</i> <del>\$1,000</del> \$2,000 within 1 billing cycle	Process Blanket P.O.

- C)
- D) **TIMEFRAME** - Blanket Purchase Orders can extend anywhere from one to six months but cannot exceed past December of any given year.

**When a Blanket Purchase Order is utilized for purchase of Supplies or Equipment:**

- ◆ There shall be no single item purchase exceeding ~~\$1,000~~ \$2,000. Any *single item* in Excess of ~~\$1,000~~ \$2,000 shall require three (3) bids (*refer to Micro Purchases, Article VI*).
- E) **BLANKET PURCHASE ORDER BALANCE WORKSHEET**- Each Program is responsible for keeping running balances of Blanket Purchase Orders (BPO). The Blanket Purchase Order Balance Worksheet (Attachment G) can be utilized to assist in keeping a current balance of each BPO. Each Program should also pay attention to the timeframe for which the BPO has been issued. For example, the BPO was issued for a 3-month

period, Jan.-Mar; after March the BPO should not be used and a new BPO should be processed.

In addition, if a Blanket Purchase Order is expended in a brief time period, it will be necessary to request a new purchase order to cover expenses. For example, a three (3) month BPO was expended within one (1) month; rather than request a “supplemental purchase order” (which this would not be – refer to Supplemental Purchase Order Guidelines – Section 10), it would be necessary to process a *new* blanket purchase order to cover the remaining months.

Programs are not required to utilize the Blanket Purchase Order process; the use of blanket purchase orders are to assist programs in reducing paperwork by not having to process purchase orders on a monthly basis.

**EXCEPTION:** Use of the Blanket Purchase Order process *regardless of amount* may be necessary for individual programs whose funding agencies require them to obtain a Purchase Requisition and Purchase Order for all their expenditures, including all charges under the ~~\$1,000~~ \$2,000 threshold.

#### **Section 12. PURCHASE ORDER PAYMENT PROCESS:**

When making purchases an Invoice must be obtained from the Vendor. If the purchase order is for gas/oil, or vehicle maintenance the invoice must have the Vehicle Tag Number listed. This will assist in monitoring maintenance and repair for the vehicle.

After receiving the Billing Statement all invoices must be verified by comparing quantity, unit price, discounts, and item(s) received with the date and name of person who received the item(s). A Check Request is then prepared with supporting documentation attached (refer to Check Request Process, Section 14).

#### **Section 13. VENDOR INVOICES:**

All vendor invoices shall be mailed to the Accounts Payable Department. The A/P Department will route the Original Invoice to the appropriate program/department for payment. The A/P Department will keep only invoice copies as the originals are sent to the program/department. Monthly statements for large vendor accounts are reconciled on a monthly basis to record liabilities and obligations based on invoices accrued. Other vendor monthly statements are forwarded to the program. The Program shall submit a check request along with the supporting documentation (Requisition, Purchase order, monthly statement, and original invoices) to the Finance Office for payment. Payments are made based on actual invoice(s) only, *not on monthly statements*.

#### **Section 14. CHECK REQUEST:**

Check Requests (**Attachment H**) must be completely filled out, signed by the Director/Coordinator and Executive Director, and logged into the Finance Accounts Payable (A/P) Department. Check Requests must have all supporting documentation including:

- Bids/Quotes
- Contracts
- Purchase Requisition/Purchase Order (gold copies)
- Monthly Statement/Original Invoices/Billing Statement
- Meeting Minutes/Agendas
- Flyer of Event
- Sign-In Sheets, etc.
- Completed Bid Packet Documents

Any errors, questions, or lack of support documentation shall delay the process. If there is a discrepancy, the Check Request will be sent back to the respective program with a Blue Sheet listing needed information. Errors should be corrected in a timely manner and resubmitted to the Finance A/P Department for processing.

The Finance A/P Department will route the check request for the remaining signatures which include: Tribal Treasurer/Controller and the Governor/Lt. Governor (or their designee). Budgetary approval will be necessary before checks can be issued. Upon approval, the check request will be processed according to the Finance Accounts Payable Schedule (Attachment I).

**A Check Request may be processed when a proposed purchase is ~~\$999~~ \$1,999.00 or less, making the use of the Purchase Requisition/Purchase Order procedure impractical.**

Situations where this process may apply:

- 1) If the vendor does not accept Purchase Orders;
- 2) The purchase is not a charge;
- 3) No credit cards are to be used for the purchase;
- 4) Items are not being ordered thru the COMIT/IT Program.

Supporting documentation, as listed above, would need to be attached.

#### **Section 15. SOLE SOURCE PROCUREMENT:**

Purchasing and contracting actions of the Cheyenne and Arapaho Tribes will be based on competition whenever feasible and practical. Obtaining adequate competition among suppliers is the best way of ensuring that the prices the Tribe pays are reasonable. However, there are situations that arise when sole source procurement shall be allowed. Sole Source Procurement is the purchase of materials, supplies, equipment, contracts or services which are reasonably available from only one vendor. Sole source procurement is not advertised, does not involve competition, and should be justified by conducting a market search that indicates a sole or exclusive vendor source for the purchase or for conditions of urgency or compelling reasons that warrant going only to one vendor. Federal Procurement law subjects the Cheyenne and Arapaho

Tribes to competitive bidding rules, however, when the following conditions are met, sole source procurement shall be permissible:

All purchases of a sole source nature shall be thoroughly documented as to the uniqueness of the product or service.

1. When services, requirements, or product specifications can be met by only one vendor;
2. When performance, terms of the Contract, or delivery dates can be met by only one source;
3. When compatibility or standardization of existing goods or systems are necessary and in the best interests of the Cheyenne and Arapaho Tribes.
4. When a continuous series of purchases from a single source over a period of time is advantageous, as demonstrated by cost-benefit analysis or a similar analysis.
5. When proposals have been solicited, but no responsive or responsible proposals have been received.
6. Only one bidder or offeror responds to a solicitation issued to several sources.
7. When there is an Emergency or public exigency (urgent need or something needing immediate action) which has occurred which does not permit you to have the time needed to obtain bids.

#### **Section 16. HOW TO USE SOLE SOURCE:**

Purchase of goods and services from a specific vendor or limited to a specific brand when substitutes to the suggested vendor or brand are unacceptable, must be accompanied by justification explaining the circumstances that make alternatives unacceptable. The burden of proof to justify sole source procurement falls to the requester. In order for the Procurement Department to validate the purchase of sole-source goods or services and when conditions for use of sole source procurement are met, the Program will provide the following documentation:

#### **Section 17. SOLE SOURCE PROCUREMENT JUSTIFICATION:**

The Sole Source Procurement Justification Form (Attachment J) is a five (5) section form that will justify why the bid process is not being conducted. The form includes the following sections:

**Part 1. Bid Waiver Request and Justification** - Provides the name of the Department requesting the sole source, name of the Vendor, describes type of purchase or service being requested, and provides a brief description/justification as to why the bid waiver is being requested and why the bid process is not being conducted. Attach the quote for the product or service from this vendor for whom sole source procurement is being requested.

**Part 2. Sole Source Justification** - Is a check list regarding the product or service to be sole source. The check list requests information as to how it has been determined that services, requirements, or product specifications can be met by only one vendor; how performance, terms of the Contract, or delivery dates can be met by

only one source; or how a continuous series of purchases from a single source over a period of time is advantageous.

**Part 3. Price Analysis** – A Price Analysis is required when a Sole Source solicitation is being conducted. The purpose of the price analysis is to attempt to determine what a fair and reasonable price would be for the product or service. A price analysis can also be defined as a price estimation. A recent (less than 30 days) quotation/estimate for the product or service would need to be obtained from a vendor (other than the quote provided by the vendor for whom the sole source procurement is being obtained as described in Part 1).

**Part 4. Disclosure Statement** – *Each Individual* involved in making the recommendation to sole source a purchase must complete, sign and submit a Disclosure Statement. By signing the Disclosure Statement, the Individual is disclosing, in writing, whether or not he/she has an actual or potential conflict of interest. Anyone who has a conflict of interest cannot participate in the decision to sole source the purchase. (For further information regarding Conflict of Interest, refer to the Tribal Code of Ethics).

**Part 5. Certification** – The person requesting sole source procurement shall complete the Certification section verifying that all information included on the Sole Source Procurement Justification is true and correct. Concurrence/Approval Signature of the Department Director/Coordinator is also required. For the Bid Waiver, approval/concurrence signatures of the Department of Administration Executive Director and PG&C Specialist must also be obtained.

All information and attachments to the Sole Source Procurement Justification will serve as justification and documentation for the sole source procurement and must be attached to the Purchase Requisition. Sole Source Procurement is not to be abused or used as a means of bypassing the procurement process.

#### **Section 18. SOLE SOURCE PROCUREMENT AND CONFLICT OF INTEREST:**

Any Tribal Official or Employee involved in sole source procurement must abide by the Code of Ethics. All Tribal Officials and Employees will be subject to disciplinary action as a result of breaches of the Code of Ethics in accordance with decision of the Cheyenne and Arapaho Tribal Ethics Commission findings. **Failure to abide by the Code of Ethics is a breach of ethical standards governing Tribal procurement activities.**

#### **Section 19. ITEMS THAT DO NOT REQUIRE SOLE SOURCE PROCUREMENT:**

The following items do not require sole source justification:

- (1) Professional Licenses;
- (2) Dues to Associations;
- (3) Publications available only from a single supplier.

Appropriate documentation shall be obtained and attached to the purchase requisition (i.e. contract for services, quotes, etc.).

## **Section 20. COMIT/IT DEPARTMENT PURCHASING RESPONSIBILITIES:**

**The Communications/Information Technology (COMIT/IT) Department shall be responsible for specific purchasing and payment procedures for Data Processing Equipment, Copier Leases, Cell Phones, Phone Bills and Internet Usage.**

The key reason for processing all Communications and Information Technology equipment and software purchase requests through the COMIT/IT Department is to ensure standardization and network operability.

An example for network operability problems would arise if a department or program were to purchase computers from a store. The computers purchased by individual consumers normally come preloaded with a Windows Home version operating system that does not have the security or networking capability required for an enterprise workstation or even the ability to join the Active Directory Domain. Software issues can arise when purchasing a specific program for use by a department or program because within the network the software program may require specialized server software or hardware. The standardization of network equipment is crucial not only for network performance but also for administration and technical support. By processing all hardware and software requests through the COMIT/IT Department, they can ensure the equipment or software will perform as required within the network and produce the intended results for the requesting department or program.

Types of data processing equipment include, *but are not limited to*, the following:

- Desktop Personal Computers, Laptops
- Copiers, Printers, Scanners
- Mobile Phones
- Software, Hardware (USB Flash Drives, etc.)
- Electronics (Digital Cameras, Video Camera's, etc.)

### **A) PURCHASING PROCEDURES FOR DATA PROCESSING EQUIPMENT –**

Departments in need of Data Processing Equipment shall follow these procedures:

- 1) Inform COMIT/IT of items needed, in writing or via email.
- 2) COMIT/IT will generate a quote from approved vendors. COMIT/IT shall affix their Approval Stamp to verify that the quote was generated from their program, and will provide the Quote to the requesting program.
- 3) Once the Quote has been received, the Program will generate a Purchase Requisition and send through proper channels.
- 4) Upon Receipt of Purchase Order, forward to COMIT/IT so the items can be ordered.

- 5) Property Specialist will receive items and start Inventory process.
- 6) COM/IT will transfer the items to Property & Supply to distribute equipment to ensure the proper program has ordered and received their new/used property.
- 7) Programs must submit a "HelpDesk" ticket to schedule a COMIT/IT Tech to install all data processing equipment.

**B) COPIER LEASES** - To ensure the most cost effective method of acquiring copier lease contracts, the COMIT/IT Department has the authority and responsibility to review and execute all Copier Lease Contracts on behalf of the Cheyenne and Arapaho Tribes. As such, all copier leases must be processed thru the COMIT/IT Department. When the program has made their request, the COMIT/IT Dept. will obtain a quote from approved vendors. Once the quote has been obtained, the COMIT/IT Dept. shall affix their Approval Stamp to the quote (verifying that the quote was generated from their department), and provide the quote to the requesting program. The Copier Lease shall be forwarded to the Executive Office for signatory approval of the Governor. Program Directors/Coordinators or other Tribal Personnel are not authorized to sign leases or contracts. The COMIT/IT Dept. shall provide the Procurement Office with a copy of the approved contract.

**C) PAYMENT PROCEDURES FOR CELL PHONES, PHONE BILLS AND INTERNET USAGE** - The COMIT/IT Department initiates all Check Requests, including obtaining authorized signatures, for cell phones, phone bills, and internet usage. This procedure assists in reducing late charges, termination fees and reconnects fees. All expenses are billed directly to the Department that incurred the cost. Programs must request an expenditure report from their program accountant to reconcile expenses to reconcile with their budget.

Each Department can dispute charges on the bill; Departments will have 10 business days to file the dispute with the COMIT/IT Department.

If a dispute is filed, the following information is needed:

- Account #
- Which charges are being disputed
- Detailed description of why the charges are being disputed

**NOTE: Purchase orders are not required for cell phones, phone bills or internet usage. The only time a Purchase Order is required is when *Equipment* is to be purchased.**

## ARTICLE VI: MICRO PURCHASES

### INFORMAL PROCUREMENT POLICIES AND PROCEDURES FOR GOODS AND SERVICES ~~LESS THAN \$5,000~~

#### Section 1. MICRO PURCHASES:

If the purchase price ~~exceeds \$1000 but~~ is under ~~\$5000-\$2000~~, a Request for Quotation (RFQ) shall be initiated, which is the process of obtaining a single informal quote. ~~three (3) informal Quotes.~~

**NOTE: This is the only Bid Process that Departments are allowed to conduct; Departments are *not* involved in the Bid Process for any purchases exceeding ~~\$5000-\$2000~~.**

#### Section 2. REQUEST FOR QUOTATION (RFQ):

The Request for Quotation is a bid solicitation method used when the award will be made on the basis of the supplier able to satisfy each of the mandatory requirements and having the lowest cost.

1. The RFQ process shall consist of the Program sending a Request for Quotation Form and Specification Sheet (Attachment L) to a vendor ~~at least three (3) vendors~~ for the purpose of obtaining quotes.
2. A deadline date for accepting quotes should also be established. If during the established timeframe, no quotes are received, it may be necessary to contact the vendors directly to inquire if they will submit a quote; many times vendors miss the deadline date due to oversight.
3. These quotes may be acquired by Fax, Email, or Hand Delivery.

Obtaining quotations from the Internet is discouraged because prices quoted are usually higher and don't include pricing for installation, delivery, freight, etc. By communicating directly with a local vendor, better pricing will be obtained.

#### Section 3. SPECIFICATION SHEET:

The information provided on the Specification Sheet (Attachment L) shall provide a thorough description of the item/product needed. The Specification Sheet must be clear with no certain features:

- 1) Thoroughly describe the type of product or equipment needed –  
*EXAMPLE – for A/C Unit purchases; maximum height, single phase compressors, quiet operation, etc.*
- 2) Be clear and not contain features which unduly restrict competition.  
*EXAMPLE: stating you want a Carrier brand A/C unit Chevy 4X4 Silverado – this limits competition – specific brands are unacceptable.*

**Comment [BH9]:** Note that per 2 CFR 200.67, the micro purchase threshold is defined in 48 CFR 2.1. Per this regulation it is set at \$3000 for supplies and equipment, \$2500 for services and \$2000 for construction. Rather than setting three limits and because the Tribes cannot conflict with federal law, I recommend setting the Micro Purchase Threshold at \$2000 for all types of purchases (supplies, equipment, services and construction). For any purchase under this threshold, ONLY ONE quote is necessary.

- 3) Must have signature approval of both the Program Director and Program Accountant. This ensures that funding is available for the purchase and authorizes the bid letting process.

#### **Section 4. QUOTES:**

Quotes must conform to the following:

- 1) All quotes must be for the same type service or item (clear specifications).
- 2) Justification for item/service must be attached.
- 3) Description of comparable item/service.
- 4) Vendor name, address, phone number, contact person and cost.

#### **Section 5. QUOTE SUMMARY AND WORKSHEET:**

Once three (3) the quote has been obtained, utilize the Quote Summary and Worksheet—Part I & Part II (Attachment M).

Part I provides a summary of all three (3) quotes quote obtained and contains the following information:

- Date Quote Received
- Vendor Name
- Description of Item
- Quantity
- Unit Price
- Total Amount of Quote

Part II documents selection of the Vendor and contains the following information:

- Program
- Contact Person
- Phone #
- Selected Vendor Information
- Signature of person obtaining Quote(s)

**Comment [MB10]:** This section may be eliminated because the threshold only requires one quote.

#### **Section 6. CONTRACT FOR SERVICES:**

A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. If the purchase involves the procurement of Services of any form (ex. repairs, remodeling, consultant, etc.) a Contract for Services Agreement will be necessary.

The contract basically outlines what is expected of the Contractor and is implemented as a

safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), the types of materials to be used for the project, and obligations of the Contractor. All Cheyenne and Arapaho Tribal Contracts must be in writing and will be forwarded to the Executive Office for attorney review and signatory approval of the Governor. **Program Directors/Coordinators or other Tribal Personnel are not authorized to sign contracts.** Authority to initiate a purchase or contract action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded. (Contract for Services Template available upon email request from Procurement Office).

#### **Section 7. ON-SITE INSURANCE REQUIREMENTS:**

Outside organizations are required to provide evidence of insurance before being permitted to conduct construction work on tribal property. The contractor and each subcontractor shall furnish certificates of insurance showing insurance is in force for commercial general liability, workers compensation (in accordance with state or Territorial Workers' Compensation laws), any automobile liability, appropriate bid, performance and payment bonds, and any excess/umbrella liability, that which is applicable to the scope of work.

Outside organizations will insure all operations under the scope of work and that all such arrangements are included in a written contract or agreement with the Tribe and shall hold the Tribes harmless of any claims. The Procurement Program works collaboratively with the Vendor and Tribal Program to ensure that proper insurance requirements are in place before any on-site work begins.

#### **Section 8. FINAL PROCESS:**

Prepare a Purchase Requisition, attach the Quote Summary and Worksheet, the three (3) Quotes received and Contract for Services (if applicable). This documentation shall be submitted to the Procurement Tech for processing of a Purchase Order. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section 7). Processing of the Check Request shall also be completed upon receipt of the Purchase Order, in accordance with approved payment terms. The Procurement Office will retain copies of the quotes, via pink purchase order copy, in accordance with program statute of limitations.

#### **Section 9. SPECIFIC PROCUREMENT POLICIES REGARDING MICRO PURCHASES:**

- A) Tribal Personnel shall not participate in the selection, award, or administration of procurement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- B) If, in the process of securing bids, some form of collusion or price fixing occurs, the factual circumstances shall be referred to the Tribal Ethics Commission for investigation.
- C) The opportunity to bid shall be unrestricted.
- D) The Cheyenne and Arapaho Tribes expressly reserve the right to:

- 1) Waive any defect, irregularity, or informality in any bid or bidding procedure.
- 2) Check the website [www.epls.gov](http://www.epls.gov) [www.SAM.gov](http://www.SAM.gov) to determine if Individuals or Businesses have been debarred or suspended from conducting business with federal, state, local, or tribal governments.
- 3) Check the Cheyenne and Arapaho Tribes Debarred/Suspended List for any Individuals or Businesses that should be excluded from doing business with the Cheyenne and Arapaho Tribes.
- 4) Reject or cancel any or all bids.
- 5) Reissue a bid invitation.
- 6) Formal procurement procedures can be waived if it is determined that uses of State or GSA supply sources offer the most advantageous pricing and quality for a specific item. The GSA Contract Number and Invoice shall be attached as documentation.

DRAFT

## ARTICLE VII: SMALL PURCHASES

### INFORMAL PROCUREMENT POLICIES AND PROCEDURES FOR GOODS AND SERVICES LESS THAN \$50,000 and greater than \$2,000.

#### Section 1. SMALL PURCHASES:

If the purchase price exceeds ~~\$5,000~~ \$2,000 but is under \$50,000, the process of obtaining Written Bids or Proposals will be initiated by the Procurement Office upon receipt of an approved Specification Sheet, Invitation for Bid (IFB) or Request for Proposal (RFP) from the requesting program, whichever is applicable.

Small purchases are categorized in three (3) groups with each having their own processing procedures:

- 1) General Purchases
- 2) General Purchases ~~and~~ for Construction
- 3) Services

#### Section 2. GENERAL PURCHASES:

Examples of these types of purchases include bulk Janitorial and Paper supplies commercial appliance, heavy equipment, vehicle purchases, etc. (Refer to Summary of the Bid Process for Small/Informal - General Purchases – Attachment N).

#### PROCESS FOR SECURING BIDS FOR GENERAL PURCHASES:

Step 1. Purchases having a price exceeding ~~\$5,000~~ \$2,000 shall be solicited for bids by the Procurement Office upon receipt of an approved, *detailed* Specification Sheet (Attachment L) or Specification Sheet for Vehicle Purchase (Attachment O), whichever is applicable.

The Specification Sheet shall:

- A. Thoroughly describe the type of product or equipment needed.
- B. Be clear and not contain features which unduly restrict Competition.
- C. Must have signature approval of both the Program Director and Program Accountant. This ensures that funding is available for the purchase and authorizes the bid letting process.

Step 2. The Procurement Office will obtain bids from prospective vendors from the Approved Vendor List. The timeframe for completion for General Purchases will take, at a minimum, 1 week to 10 days.

Bids must conform to the following:

- A. All bids must be for the same type item (clear specifications).
- B. All bids must have a thorough Description of item (measurements, etc.).

C. All bids must have Vendor name, address, phone number and contact person.

Step 3. Once three (3) bids have been obtained, the Quote Summary and Worksheet – *Part I & Part II* (Attachment M) will be completed to provide a summary of all bids received and to document selection of the Vendor.

Step 4. The Procurement Office will submit a Bid Acceptance Confirmation Form (Attachment P) and a copy of the Quote Summary to the requesting program. By signing the Bid Acceptance Confirmation form, the Program Director is agreeable to the selected vendor and authorizes the Procurement Office to send out Bid Acceptance/Bid Reject Letters to the participating vendors.

**All paperwork will be on HOLD until the Bid Acceptance Confirmation Form is signed and returned to the Procurement Office.**

Step 5. Upon receipt of the approved Bid Acceptance Confirmation, the Procurement Office will prepare and send Bid Acceptance letter and W-9 Form to the selected Vendor. In addition, Bid Reject letters will be sent to participating vendors not selected for the bid.

Step 6. When the vendor has completed and returned the W-9 Form to the Procurement Office, an ~~EPLS (Excluded Parties List Search)~~ [SAM.gov](#) check will be conducted on the prospective vendor. A negative outcome will prevent the tribe from conducting business with the vendor.

Step 7. The Completed Bid Packet will be sent to the requesting Program/Department. The following forms will be included in the Completed Bid Packet:

- Cover Letter,
- Bid Acceptance Confirmation Form
- Quote Summary and Worksheet
- 3 Bids
- Specification Sheet
- W-9 Form
- ~~EPLS Check~~ [SAM.gov check](#)

Step 8. Upon receipt of the Completed Bid Packet, the Program/Department will submit all of the above listed documents to the Procurement Tech for processing of a Purchase Order. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section 7). Processing of the Check Request shall also be completed upon receipt of the Purchase Order, in accordance with approved payment terms. The Procurement Office will retain copies of the Completed Bid Packet, via pink purchase order copy, in accordance with program statute of limitations.

### Section 3. GENERAL PURCHASES ~~AND~~ FOR CONSTRUCTION:

These types of purchases involve other types of General Purchases ~~such as bulk Janitorial and Paper supplies, etc., as well as~~ for Construction such as Remodeling or Construction of a Building, Road Construction, etc. (Refer to Summary of Bid Process for Small/Informal Purchases - General Purchases and Construction Attachment Q).

**Comment [BH11]:** Janitorial and Paper supplies should be handled as under Section 2. General Purchases.

#### PROCESS FOR SECURING BIDS:

- Step 1. Purchases having a price exceeding ~~\$5,000~~ \$2,000 shall be solicited for bids by the Procurement Office upon receipt of an Invitation for Bid (IFB) from the requesting program. An IFB is part of a competitive process which will facilitate a fair opportunity for qualified entities meeting the requirements specified to offer their goods and/or services for consideration. (~~Invitation for Bid Template is available upon email request from Procurement Office~~).
- Step 2. The completed IFB shall be submitted to the PG&C Specialist for review and authorization. This information shall be sent in written form, but must also be sent via email transmittal as it will be necessary for the PG&C Specialist to make additions prior to sending it out for bid.
- Step 3. The IFB shall be solicited from a minimum of three (3) Vendors. The IFB shall be sent to prospective, qualified vendors as specified in the program/department request and from the Approved Vendor List.
- Step 4. The length and contents of the IFB – as well as how long the process will take will vary from project to project. A minimum timeframe of 5-6 weeks should be allowed; this allows at least 2-3 weeks for accepting bids/proposals and 2-3 weeks for reviewing bids received and selecting the winning bid. The completion process will also be dependent upon the response rate of vendors.
- Step 5. Proposals will be reviewed and evaluated in accordance with criteria established in the IFB. When three (3) bids have been obtained, the Quote Summary and Worksheet – *Part I & Part II* (Attachment M) will be completed to provide a summary of all bids received and to document selection of the Vendor.
- Step 6. An ~~EPLS (Excluded Parties List Search)~~ SAM.gov check will be conducted on the prospective vendor. A negative outcome will prevent the tribe from conducting business with the vendor.
- Step 7. The Procurement Office will prepare and send Bid Reject letters to participating vendors not selected for the bid. In addition, a Bid Acceptance letter, W-9 Form and Contract for Services Agreement will be sent to the selected Vendor.

Purchases involving ~~bulk supplies or~~ construction of any kind shall require a Contract for Services Agreement which shall contain details of the items to be purchased or

construction to be performed. A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract basically outlines what is expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), the types of materials to be used for the project, and obligations of the Contractor. All Cheyenne and Arapaho Tribal Contracts must be in writing. (Contract for Services is Template available upon email request).

- Step 8. When the Contract and W-9 have been returned, the contract shall be forwarded to the Executive office for attorney review and signatory approval of the Governor. Program Directors/Coordinators or other Tribal Personnel are not authorized to sign contracts. Authority to initiate a purchase or contract action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded.
- Step 9. Upon receipt of the signed Contract for Services, the Completed Bid Packet will be sent to the requesting Program/Department.
- Step 10. Upon receipt of the Completed Bid Packet, the Program/Department will prepare a Purchase Requisition and Purchase Order for the entire contract amount. All documentation included in the Completed Bid Packet shall be attached to the Purchase Requisition as documentation. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section 7). Depending on the payment terms, a Check Request will be processed for either installment payments or the entire amount. The PG&C Specialist will retain copies of the Bid in accordance with program statute of limitations.

#### **Section 4. ON-SITE INSURANCE REQUIREMENTS:**

Outside organizations are required to provide evidence of insurance before being permitted to conduct construction work on tribal property. The contractor and each subcontractor shall furnish certificates of insurance showing insurance is in force for commercial general liability, workers compensation (in accordance with state or Territorial Workers' Compensation laws), any automobile liability, appropriate bid, performance and payment bonds, and any excess/umbrella liability, that which is applicable to the scope of work. Outside organizations will insure all operations under the scope of work and that all such arrangements are included in a written contract or agreement with the Tribe and shall hold the Tribes harmless of any claims. The Procurement Program works collaboratively with the Vendor and Tribal Program to ensure that proper insurance requirements are in place before any on-site work begins.

## Section 5. SERVICES:

These types of expenditures generally involve a procurement of services such as Professional Consultant Services, Training, Attorney; CPA Services etc. (Refer to Summary of Bid Process for Small/Informal Purchases - Procurement of Services Attachment R).

### PROCESS FOR SECURING BIDS FOR SERVICES:

- Step 1. Purchases exceeding ~~\$5,000~~ \$2,000 shall be solicited for ~~bids~~ proposals by the Procurement Office upon receipt of a Request for Proposal (RFP) from the requesting program. (Request for Proposal Template available upon email request from Procurement Office).
- Step 2. The completed RFP shall be submitted to the PG&C Specialist for review and authorization. This information shall be sent in written form, but must also be sent via email transmittal as it will be necessary for the PG&C Specialist to make additions prior to sending it out for proposals ~~bid~~.
- Step 3. The RFP shall be solicited from a minimum of 3 Vendors. The RFP shall be sent to prospective, qualified vendors as specified in the program/department request and from the Approved Vendor List.
- Step 4. The length and contents of the RFP – as well as how long the process will take will vary from project to project. A minimum timeframe of 5-6 weeks should be allowed; this allows at least 2-3 weeks for accepting bids/proposals and 2-3 weeks for reviewing bids received and selection of the winning bid. The completion process will also be dependent upon the response rate of vendors.
- Step 5. The PG&C Specialist will assemble a Review Team for the purpose of reviewing and evaluating all ~~bids~~ proposals received. The Review Team shall be responsible for selecting the winning ~~bid~~ proposal based on criteria included in the RFP. ~~The RFP must identify all evaluation factors and their relative importance. All responses to publicized requests for proposals must be considered to the maximum extent practical as part of the review.~~
- Step 6. Once the Review Team has selected the winning proposal, the Procurement Office will submit the ~~Bid~~ Acceptance Letter, W-9 form and Contract for Services Agreement to the winning offeror ~~Bidder~~; ~~Bid~~-Rejection Letters will be sent to participating ~~bidders~~ offerors not selected for the ~~bid~~-proposal.

Purchases involving Services of any kind shall require a Contract for Services Agreement which shall contain details of the services to be performed. A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract basically outlines what is

expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), the types of materials to be used for the project, and obligations of the Contractor.  
(Contract for Services Template is available upon email request).

- Step 7. When the Contract and W-9 have been returned, the Contract shall be forwarded to the Executive office for attorney review and signatory approval of the Governor. Program Directors/Coordinators or other Tribal Personnel are not authorized to sign contracts. Authority to initiate a purchase or contract action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded.
- Step 8. An ~~EPLS (Excluded Parties List Search)~~ SAM.gov check will be conducted on the prospective vendor. A negative outcome will prevent the tribe from conducting business with the vendor.
- Step 9. Upon receipt of the signed Contract for Services, the Completed Bid Packet will be sent to the requesting Program/Department.
- Step 10. Upon receipt of the Completed Bid Packet, the Program/Department will prepare a Purchase Requisition and Purchase Order for the entire contract amount. All documentation included in the Completed Bid Packet shall be attached to the Purchase Requisition as documentation. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section 7). Depending on the payment terms, a Check Request will be processed for either installment payments or the entire amount. The PG&C Specialist will retain copies of the Bid in accordance with program statute of limitations.

#### **Section 6. TERO ORDINANCE COMPLIANCE:**

In compliance with the Cheyenne and Arapaho Tribes TERO Ordinance, all construction contracts of \$10,000 or more on lands under the jurisdiction of the Cheyenne and Arapaho Tribes will be obligated to comply with the rules and regulations of the TERO Ordinance. These rules and regulations basically provide for Indian Preference in hiring and establishment of a one-time 2% TERO Fee. (Refer to TERO Ordinance on file with Employment Opportunity & Training Services Program).

The Procurement Program will work cooperatively with the Employment Opportunity & Training Services (E.O.T.S.) Program when procuring construction contracts on lands under the jurisdiction of the Cheyenne and Arapaho Tribes.

#### **Section 7. POLICY FOR BIDS RECEIVED:**

Three (3) bids are the minimum accepted, however in special cases, consideration of a request having only two (2) bids may be approved dependent upon the item and amount. If the bids

received are over the budgeted amount, are unsatisfactory, or if no bids are received through two (2) cycles of bidding, the bids shall be rejected and the PG&C Specialist shall enter into negotiations with qualified, responsive and responsible suppliers. The Executive Director and/or Program Director shall be responsible for monitoring Contractor compliance with terms, conditions and specifications of the contract and assure timely completion of purchase agreements.

### **Section 8. SPECIFIC PROCUREMENT POLICIES REGARDING SMALL PURCHASES:**

- A) Tribal Personnel shall not participate in the selection, award, or administration of procurement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- B) If, in the process of securing bids, some form of collusion or price fixing occurs, the factual circumstances shall be referred to the Tribal Ethics Commission for investigation.
- C) The opportunity to bid shall be unrestricted.
- D) The Cheyenne and Arapaho Tribes expressly reserve the right to:
  - 1) Waive any defect, irregularity, or informality in any bid or bidding procedure.
  - 2) Check the website [www.epls.gov](http://www.epls.gov) [www.SAM.gov](http://www.SAM.gov) to determine if Individuals or Businesses have been debarred or suspended from conducting business with federal, state, local, or tribal governments.
  - 3) **Check the Cheyenne and Arapaho Tribes Debarred/Suspended List for any Individuals or Businesses that should be excluded from doing business with the Cheyenne and Arapaho Tribes.**
  - 4) Reject or cancel any or all bids.
  - 5) Reissue a bid invitation.
  - 6) Formal procurement procedures can be waived if it is determined that uses of State or GSA supply sources offer the most advantageous pricing and quality for a specific item. The GSA Contract Number and Invoice shall be attached as documentation.

**Comment [MB12]:** The tribes do NOT have a process of who will be responsible for making the ultimate decision of debarring or suspending individuals or businesses. Should there be a committee that is needed to make this determination?

### **Section 9. DEFINITIONS AND USAGE OF INVITATION FOR BID (IFB) AND REQUEST FOR PROPOSAL (RFP):**

- A. **Invitation for Bid (IFB):** The IFB is used to obtain bids under the following Purchase Thresholds:
  - 1) Small/Informal Purchase Threshold (Exceeds ~~\$5,000~~ \$2000 but under \$50,000) for General Purchases, which include purchase of bulk supplies (Janitorial or paper, etc.) or Construction (remodeling or construction of a building, road construction, etc.).
  - 2) Major/Formal Purchase Threshold (Exceeds \$50,000) from vendors who will provide high dollar equipment, high dollar hardware or any type of Construction for the tribe.

The IFB will describe the requirement in detail and the vendor will submit a price (bid). The IFB will be used when price is the sole determining factor in selecting the contractor.

The IFB will be used when the tribe has a complete, accurate and definitive description of the work needed. An IFB is part of a competitive process which will facilitate a fair opportunity for qualified entities meeting the requirements specified to offer their goods and/or services for consideration.

For the Small/Informal Threshold, the IFB must be solicited from at least 3 Vendors. For the Major/Formal Threshold, the IFB must be solicited as a Sealed Bid and advertised statewide. Both of these processes are completed by the Procurement office and take a minimum of 5-6 weeks to complete.

**B) Request for Proposal (RFP):**

The RFP is used to obtain ~~bids~~ proposals from vendors who will submit a proposal for services to be provided to the tribe. Such services consist of professional consultant, training services, attorney or CPA services, etc. The RFP will be used when the tribe wishes to obtain information about the vendor qualifications, their services, their background and a breakdown of their costs.

For the Small/Informal Threshold, the RFP must be solicited from at least 3 vendors. For the Major/Formal Threshold, the RFP must be advertised statewide. RFP's for services are not a sealed bid procedure regardless if they fall within the major/formal threshold category. Both of these processes are completed by the Procurement office and take a minimum of 5-6 weeks to complete.

**Departments are not involved in the Bid Process for any purchase(s) exceeding ~~\$5,000~~ \$2000.** All major purchases of equipment through Grants and Contracts and with Tribal funds are to be in conformance with Federal Property Regulations and Grants and Contract requirements.

## ARTICLE VIII: MAJOR PURCHASES

### FORMAL PROCUREMENT POLICIES AND PROCEDURES FOR GOODS AND SERVICES ~~EXCEEDING \$50,000~~ \$150,000

#### Section 1. MAJOR PURCHASES:

The general policy of the Cheyenne and Arapaho Tribes relating to major purchases is to secure the most economical, feasible and highest quality of goods and services for the price. To assist in this goal, procedures have been set to identify what defines a major purchase and how to obtain the best price or service. Major purchases are categorized in two (2) groups:

1. Services
2. General Purchases.

All major purchases of equipment through Grants and Contracts and with Tribal funds are to be in conformance with Federal Property Regulations and Grants and Contract requirements. Departments are not involved in the Bid Process for any purchase exceeding ~~\$5,000~~ \$2000.

#### Section 2. SERVICES:

These types of expenditures generally involve a procurement of services such as Professional Consultant Services, Training, Attorney, CPA Services, etc. (Refer to Summary of Bid Process for Major/Formal Purchases - Procurement of Services, Attachment S).

#### PROCESS FOR SECURING ~~BIDS~~ PROPOSALS FOR SERVICES:

Step 1. Services of any type having a value exceeding ~~\$150,000~~ shall be solicited for ~~bids~~ proposals by the Procurement Office upon receipt of a complete and accurate Request for Proposal (RFP) from the requesting program. (Incomplete forms will be returned to the program for further review edits).

Although the amount falls under the Major Threshold, RFP's for Services are *never* processed as Sealed Bid. (RFP Template available upon email request to Procurement Office).

Step 2. The RFP ~~Bid~~ Announcement requires formal advertising techniques and shall be advertised statewide in any or all of the following:

- **2 major Oklahoma newspaper publications**
- **Online solicitation**
- **Posted in a public place**

**or other options:**

- **Journal(s)**
- **Magazines**

The RFP shall be advertised a minimum of not less than five (5) business days. The RFP ~~Bid~~

Announcement may also be sent to any prospective, qualified vendors as specified in the program/department request and from the Approved Vendor List. **Bidders Vendors** must be given a reasonable amount of time in which to respond, preferably within 2-4 weeks, depending on the extent of the RFP.

Step 3. When the date for accepting **Bid offers** has closed, the PG&C Specialist will assemble a Review Team for the purpose of reviewing and evaluating all **bid** proposals received. The Review Team will consist of the following as selected by the PG&C Specialist:

- **Executive Director**
- **Director/Coordinator**
- **Program staff**

Each review team member shall be responsible for selecting the winning **bid** proposal based on criteria included in the RFP.

Step 4. An **EPLS (Excluded Parties List Search) SAM.gov** check will be conducted on the **top 3 selected** prospective vendor. A negative outcome will prevent the tribe from conducting business with the vendor. Upon receipt of the approved Contract, the Procurement Office will submit the Completed **Bid** Packet documents to the requesting Program/Department.

Step 5. Depending on the number of **bid** proposals received, it may be necessary to select a Short List, which is the process of narrowing down the search to the top three (3) proposals. At this time, presentations can be arranged for each company to present their proposal to the Review Team. This will also allow time for questions and clarifications.

Step 6. When the Review Team has selected the winning **bid** proposal, the PG&C Specialist will submit the **bid** Acceptance Letter and W-9 Form to the selected **Bidder-vendor** (and **bid** rejection letters to the remaining **bidders vendors**).

Step 7. Procurement of Services of any kind require a Contract for Services Agreement which contains details of the services to be performed. For major contracts in this category, the **Contractor Tribes** is responsible for developing the Contract for Services.

A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract basically outlines what is expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), the types of materials to be used for the project, and obligations of the Contractor. All Cheyenne and Arapaho Tribal Contracts must be in writing.

When the Contract and W-9 have been received, the Contract shall be forwarded to the Executive office for attorney review and signatory approval of the Governor. Program Directors/Coordinators or other Tribal Personnel are not authorized to sign contracts.

Authority to initiate a purchase or contract action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded.

Step 8. Upon receipt of the completed **Bid** packet, the Program/Department will prepare a purchase requisition and purchase order for the entire contract amount. All documentation included in the completed **Bid** packet shall be attached to the Purchase Requisition as documentation. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section 7). Depending on the payment terms, a check request will be processed for either installment payments or the entire amount. The Procurement Office will retain copies of the **Bid proposal** in accordance with program statute of limitations

### **Section 3. GENERAL PURCHASES:**

Examples for these types of purchases include:

1. Construction of any kind
2. Hardware or High Dollar Equipment (such as Tractor equipment or Transport bus, etc.). (Refer to Summary of Bid Process for Major/Formal Purchases - General Purchases Attachment T).

### **Section 4. SEALED BIDS:**

**General Purchases exceeding \$50,000 require obtaining bids thru the Sealed Bid process.**

The main goal of sealed bidding is to gain the benefits of full and open competition by giving all qualified sources an opportunity to bid competitively on an equal basis. Accordingly, detailed sealed bidding procedures have been developed.

In order to use the sealed bid method, it should be determined that each of the following conditions exist:

- ◆ There is sufficient time to carry out the procedures of sealed bidding.
- ◆ Adequate competition can be expected.
- ◆ Specifications have been developed that express the tribe's needs.
- ◆ The award will be made on the basis of price and other price-related factors (contract will be awarded to the **lowest** responsible **and responsive bidder who presents the lowest bid**).

### **Section 5. SEALED BID PROCESS:**

Step 1. Any purchase of Equipment or Construction having a purchase price exceeding ~~\$50,000~~ **\$150,000** shall be solicited for Sealed Bids by the Procurement Office upon receipt of an Invitation for Bid (IFB) from the requesting Program/Department. The

length and contents of the IFB – as well as how long the process takes will vary from project to project and is determined by a variety of factors, including the project’s budget and scope. (IFB Template available upon email request to Procurement Office)

- Step 2. The requesting Program shall prepare the IFB containing clear specifications of the Equipment or Construction needed, applicable terms and conditions, required service schedules, Scope of Work etc.
- Step 3. If required, prior approval by the Federal funding source should be obtained and attached to the request.
- Step 4. The completed IFB shall be submitted to the PG&C Specialist for review and authorization. This information shall be sent in written form, but must also be sent via email transmittal as it will be necessary for the PG&C Specialist to make **approved revisions, if necessary, and confer with program of these revisions** prior to sending it out for bid.
- Step 5. The IFB Bid Announcement requires formal advertising techniques and shall be advertised statewide in any or all of the following:
  - **2 major Oklahoma newspaper publications**
  - **Online solicitation**
  - **Posted in a public place**or other options:
  - **Journal(s)**
  - **Magazines**

The IFB shall be advertised a minimum of not less than five (5) business days.

The IFB Bid Announcement may also be sent to any prospective, qualified vendors as specified in the program/department request and from the Approved Vendor List. Bidders must be given a reasonable amount of time in which to respond, preferably within 2-4 weeks, depending on the extent of the IFB.

- Step 6. As sealed bid proposals are received, the bid envelope shall be Date and Time stamped using an accurate time clock and then filed according to the bid request number.
- Step 7. Federal Acquisition Regulations (FAR) require sealed bid proposals to be opened in public. The reason for this regulation is to maintain the integrity of the sealed bidding process. In accordance with the IFB Bid Announcement, a bid opening date and time shall be established. At the established time and date, each bid shall be opened and read (noting the date and time the bid was received) in a public meeting with interested vendors present.

- Step 8. Late bids **will not be accepted under any circumstances** ~~be considered if their failure to arrive on time is solely because of delay in the US mail, or mishandling of the Government, for which the bidder was not responsible.~~ Late bids and modifications that are not considered must be held unopened, unless opened for identification, until after the award and then retained with other unsuccessful bids.
- Step 9. Bids ~~Proposals~~ will be reviewed and evaluated in accordance with criteria established in the IFB. When the winning bid ~~proposals~~ has been selected, a Bid Acceptance Letter and W-9 will be sent to the selected bidder. Bid Reject Letters will be sent to participating vendors not selected for the bid.
- Step 10. An ~~EPLS (Excluded Parties List Search)~~ [SAM.gov](#) check will be conducted on the prospective vendor. A negative outcome will prevent the tribe from conducting business with the vendor.
- Step 11. Procurement of Hardware, High Dollar Equipment or Construction in this category requires a Contract for Services Agreement based on the identified needs of the project or purchase. For major contracts in this category, the Cheyenne and Arapaho Tribes is responsible for developing the Contract for Services Agreement.

A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract basically outlines what is expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill their obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the Scope of Work (SOW), the types of materials to be used for the project, and obligations of the Contractor.

When the Contract and W-9 have been received, the Contract shall be forwarded to the Executive office for attorney review and signatory approval of the Governor. Program Directors/Coordinators or other Tribal Personnel are not authorized to sign contracts. Authority to initiate a purchase or contract action on behalf of the Cheyenne and Arapaho Tribes is delegated by the Governor or delegated authority. Those delegations shall not be exceeded.

- Step 12. Upon receipt of the **signed** Contract, the Procurement Office will submit the Completed Bid Packet documents to the requesting Program/Department.
- Step 13. Upon receipt of the Completed Bid Packet, the Program/Department will prepare a Purchase Requisition and Purchase Order for the entire contract amount. All documentation included in the Completed Bid Packet shall be attached to the Purchase Requisition as documentation. (Refer to Article V - Purchase Requisition Processing Procedure, Section 5 and Purchase Order Processing Procedure, Section

7). Depending on the payment terms, a Check Request will be processed for either installment payments or the entire amount. The Procurement Office will retain copies of the Bid in accordance with program statute of limitations.

**(Refer to Attachment U for a combined listing of Micro, Small and Major Purchase Thresholds).**

#### **Section 6. ON-SITE INSURANCE REQUIREMENTS:**

Outside organizations are required to provide evidence of insurance before being permitted to conduct construction work on tribal property. The contractor and each subcontractor shall furnish certificates of insurance showing insurance is in force for commercial general liability, workers compensation (in accordance with state or Territorial Workers' Compensation laws), any automobile liability, appropriate bid, performance and payment bonds, and any excess/umbrella liability, that which is applicable to the scope of work.

Outside organizations will insure all operations under the scope of work and that all such arrangements are included in a written contract or agreement with the Tribe and shall hold the Tribes harmless of any claims. The Procurement Program works collaboratively with the Vendor and Tribal Program to ensure that proper insurance requirements are in place before any on-site work begins.

#### **Section 7. TERO ORDINANCE COMPLIANCE:**

In compliance with the Cheyenne and Arapaho Tribes TERO Ordinance, all construction contracts of \$10,000 or more on lands under the jurisdiction of the Cheyenne and Arapaho Tribes will be obligated to comply with the rules and regulations of the TERO Ordinance. These rules and regulations basically provide for Indian Preference in hiring and establishment of a one-time 2% TERO Fee. (Refer to TERO Ordinance on file with the Employment & Training Administration Program).

The Procurement Program will work cooperatively with the Employment Opportunity & Training Services (E.O.T.S.) Program when procuring construction contracts on lands under the jurisdiction of the Cheyenne and Arapaho Tribes.

#### **Section 8. POLICY FOR BIDS RECEIVED:**

Three (3) bids are the minimum accepted, however in special cases, consideration of a request having only two (2) bids may be approved dependent upon the item and amount.

One of the following is a proper process for receiving bids:

- **If the bids received are over the budgeted amount or is an unsatisfactory bid, the bids shall be rejected and sent out for re-bid; after the end of the second cycle of bids are received and the bids are again over budget and unsatisfactory, then the PG&C Specialist shall enter into negotiations with the most qualified, responsive and responsible supplier.**

- If no bids are received, the bids shall be sent out for re-bid; at the end of the second cycle and bids are not received, then the PG&C Specialist shall contact the program to notify them the process to Sole Source (see Article V; Section 15 Sole Source Procurement)

~~If the bids received are over the budgeted amount, are unsatisfactory, or if no bids are received through two (2) cycles of bidding, the bids shall be rejected and the PG&C Specialist shall enter into negotiations with qualified, responsive and responsible suppliers.~~ The Executive Director and/or Program Director shall be responsible for monitoring Contractor compliance with terms, conditions and specifications of the contract and assure timely completion of purchase agreements.

### **Section 9. SPECIFIC PROCUREMENT POLICIES REGARDING MAJOR PURCHASES:**

- A) Tribal Personnel shall not participate in the selection, award, or administration of procurement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- B) If, in the process of securing bids, some form of collusion or price fixing occurs, the factual circumstances shall be referred to the Tribal Ethics Commission for investigation.
- C) The opportunity to bid shall be unrestricted.
- D) The Cheyenne and Arapaho Tribes expressly reserve the right to:
  1. Waive any defect, irregularity, or informality in any bid or bidding procedure.
  2. Check the website [www.epls.gov](http://www.epls.gov) [www.SAM.gov](http://www.SAM.gov) to determine if Individuals or Businesses have been debarred or suspended from conducting business with federal, state, local, or tribal governments.
  3. Check the Cheyenne and Arapaho Tribes Debarred/Suspended List for an Individuals or Businesses that should be excluded from doing business with the Cheyenne and Arapaho Tribes.
  4. Reject or cancel any or all bids
  5. Reissue a bid invitation.
  6. Formal procurement procedures can be waived if it is determined that uses of State or GSA supply sources offer the most advantageous pricing and quality for a specific item. The GSA Contract Number and Invoice shall be attached as documentation.

## ARTICLE IX: VEHICLE PURCHASES

### Section 1. VEHICLE PURCHASES:

**Departments are not involved in the Bid Process for Vehicle Purchases;** the Procurement Office will conduct the bid process upon receipt of the Specification Sheet for Vehicle Purchase (Attachment O).

**All vehicle purchases will follow the process of securing three (3) written quotes.**

The Vehicle Specification Sheet:

- A) Should contain clear specifications of vehicle needed.  
*EXAMPLE: power windows, power locks, keyless entry, dual tires, etc.*
- B) Will not contain features which unduly restrict competition.  
*EXAMPLE: Chevy 4X4 Silverado – this limits competition – specific brands are unacceptable.*
- C) Will not contain extravagant or luxury items that increase the cost of the purchase.
- D) Must have signature approval of the Program Director, Program Accountant and **Property Director**. This ensures that funding is available for the purchase and authorizes the bid letting process and to inform Property Program of Purchase.

### Section 2. PROCESS OF OBTAINING QUOTES FOR VEHICLE PURCHASES:

- Step 1. Detailed Vehicle Specification Sheet must be submitted to PG&C Specialist.
- Step 2. The PG&C Specialist will obtain three (3) quotes. These quotes may be acquired by Fax, Email, or Hand Delivery.
- Step 3. The Quote Summary and Worksheet - *Part I & Part II* (Attachment M) will be utilized to provide a summary of all quotes received and to document selection of the Vendor. Examples of criteria used in selecting a Vendor are lowest pricing, warranty, availability, etc.
- Step 4. The PG&C Specialist will submit a Bid Acceptance Confirmation Form (Attachment P) and a copy of the Quote Summary to the requesting program. By signing the Bid Confirmation Form, the Program Director is agreeable to the selected vendor and authorizes the PG&C Specialist to send out Bid Acceptance/Bid Reject Letters to the participating Vendors. All paperwork will be on HOLD until the Bid Acceptance Confirmation Form is signed by program director and returned to the Procurement Office.
- Step 5. Upon receipt of the approved Bid Acceptance Confirmation, the Procurement Office will prepare and send bid rejection letters to participating Vendors not selected for the bid. In addition, a bid acceptance letter and W-9 Form will be sent to the selected Vendor. When the Vendor has completed and returned the above

listed documents to the Procurement Office, a ~~EPLS (Excluded Parties List Search)~~ SAM.gov check will be conducted on the prospective Vendor. A negative outcome will prevent the tribe from conducting business with the Vendor.

Step 6. The Completed Bid Packet will be sent to the requesting Program/Department. The following forms will be included in this packet:

- Cover Letter
- Bid Acceptance
- Confirmation Form
- Quote Summary and Worksheet
- 3 Bids
- Specification Sheet
- W-9 Form
- ~~EPLS-SAM.gov~~ Check

The Procurement Office will retain copies of the Completed Bid Packet in accordance with program statute of limitations.

### **Section 3. PAYMENT PROCESS FOR VEHICLE PURCHASES:**

Step 1. Upon receipt of the Completed Bid Packet, the Program/Department will prepare the purchase requisition, purchase order and check request. All of the above listed forms included in the completed bid packet must be attached to the purchase requisition as documentation. The vehicle VIN# must be placed on the documents (for auditing purposes).

~~Step 2. The Program shall notify the Property & Supply Department of the new vehicle purchase and provide them with a copy of the approved Purchase Order.~~

Step 2. Once the check is received, the program will submit the original check to the Property & Supply program.

Step 3. The Property & Supply program will make arrangements to pick up the vehicle. After the vehicle is picked up, three (3) copies will be made of the vehicle receipt of sale and distributed to the Program, Property & Supply program and Insurance Specialist; the original will be submitted to the Finance Department.

### **Section 4. TITLE PROCESS FOR VEHICLE PURCHASES:**

~~Step 1. The Program will notify the Insurance Specialist of the new vehicle purchase and request, in writing, that the vehicle be added to the tribal insurance.~~

~~Step 2. The Title will be sent to the Property & Supply Dept. within 30 days. The Property & Supply Dept. will keep a copy and provide the Original Title to the Program. The Program will submit the Title and Insurance Verification to the Tax Commission to change Title over to the Cheyenne and Arapaho Tribes. Since this is a tribal vehicle, the tax is exempt—there is no fee.~~

~~The Title will be issued under both the Cheyenne and Arapaho Tribes and respective Department.~~

~~Step 3. The Tax Commission will send the Original Title to the Property & Supply Dept., who will then add the vehicle to the Program Inventory. A copy of the title will be provided to the Program.~~

**Section 4. SPECIFIC PROCUREMENT POLICIES REGARDING VEHICLE PURCHASES:**

- A) Tribal Personnel shall not participate in the selection, award, or administration of procurement supported by Federal or **Tribal** funds if a conflict of interest, real or apparent, would be involved.
- B) If, in the process of securing bids, some form of collusion or price fixing occurs, the factual circumstances shall be referred to the Tribal Ethics Commission for investigation.
- C) The opportunity to bid shall be unrestricted.
- D) The Cheyenne and Arapaho Tribes expressly reserve the right to:
  - 1) Waive any defect, irregularity, or informality in any bid or bidding procedure.
  - 2) Check the website [www.epls.gov](http://www.epls.gov) [www.SAM.gov](http://www.SAM.gov) to determine if Individuals or Businesses have been debarred or suspended from conducting business with federal, state, local, or tribal governments.
  - 3) Check the Cheyenne and Arapaho Tribes Debarred/Suspended List for any Individuals or Businesses that should be excluded from doing business with the Cheyenne and Arapaho Tribes.
  - 4) Reject or cancel any or all bids.
  - 5) Reissue a bid invitation.
  - 6) Formal procurement procedures can be waived if it is determined that uses of State or GSA supply sources offer the most advantageous pricing and quality for a specific item. The GSA Contract Number and Invoice shall be attached as documentation.

## ARTICLE X. ROLES AND RESPONSIBILITIES

### Section 1. ROLES AND RESPONSIBILITIES:

The following descriptions of roles and responsibilities relating to the Procurement Management function are not intended to be comprehensive or detailed. Their inclusion in this manual is to illustrate the different functions and positions utilized in the process and to show that the Cheyenne and Arapaho Tribes have intentionally designed a system of Procurement Management. Internal Controls provide for the separation of duties so no one employee performs a complete cycle of operations involving acquisition and custody of assets.

**A) DEPARTMENT OF ADMINISTRATION:**

- 1) Reviews Procurement Management practices, annually, to ensure that the needs of Departments/Programs are being met.

**B) DEPARTMENT/PROGRAM DIRECTOR:**

- 1) Prohibited from soliciting bids or negotiating with vendors when making purchases exceeding the Micro Purchase Threshold.
- 2) Determines need for property acquisition based on program goals and objectives
- 3) Responsible for complying with approved program budget
- 4) Issues and approves purchase requisitions for their respective department.

**C) FINANCE ACCOUNTANT:**

- 1) Checks purchase requisitions for allowability, allocability, and availability of funds and budget line item funding status.
- 2) Verifies correct account coding

**D) PG&C DIRECTOR**

- 1) **Establishes policies and procedures for the management of Tribal Procurement functions.**
- 2) **Provides periodic training to tribal employees on procurement processes**
- 3) **Reviews and Approves Purchase Orders**

**D) PG&C SPECIALIST:**

- 2) Assists the PG&C Director with establishing policies and procedures for the management of Tribal Procurement functions.
- 3) Manages Formal Procurement Process.
- 4) Reviews and approves Purchase Requisitions above Micro Threshold limit.
- 5) Determine if procurement of item(s) or service(s) should go thru the bid process.
- 6) Conducts Bid Process for purchases exceeding the Micro Purchase Threshold.
- 7) Ensures maximum competition and reasonable costs to Tribes.
- 8) Assists the PG&C Director with periodic training to tribal employees on procurement processes.

**E) PROCUREMENT TECH:**

- 1) Reviews purchase requisition for proper signatures and supporting documentation.
- 2) Conduct [SAM.gov](https://www.sam.gov) check of all vendors.
- 3) Prepares Purchase Orders.

**F) ACCOUNTS PAYABLE:**

- 1) Reviews invoice for payment
- 2) Implements payment process.

**G) PROPERTY DIRECTOR:**

- 1) Serves as Accountable Officer of the Tribes with authority to manage tribal property.
- 2) Maintains property records and manages physical count process.
- 3) Receives and signs for incoming shipments. Conducts visual checks for damage.
- 4) Completes receiving report.
- 5) Submit bills of lading and receiving report to accounts payable.

**H) PROPERTY CUSTODIAN:**

- 1) Is responsible for use, maintenance, and protection of property assigned to the Department for which he/she is designated as Property Custodian.
- 2) Assists the Property Director in maintaining accurate property records and conducting annual physical inventories.

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## **Article XI. Attachments**

- A) Policy for Establishing New Vendor Accounts and Completing Credit Applications
- B) Purchase Requisition Form
- C) Regular Purchase Requisition Schedule
- D) Purchase Order Form
- E) Purchase Order Schedule
- F) Emergency Purchase Requisition Schedule
- G) Blanket Purchase Order Balance Worksheet
- H) Check Request
- I) Finance Accounts Payable Schedule
- J) Sole Source Procurement Justification Form
- K) Request for Quotation Form
- L) Specification Sheet
- M) Quote Summary and Worksheet
- N) Summary of Bid Process for Small/Informal Purchases - General Purchases
- O) Specification Sheet for Vehicle Purchases
- P) Bid Acceptance Confirmation Form
- Q) Summary of Bid Process for Small/Informal Purchases – General Purchases and Construction Purchases
- R) Summary of Bid Process for Small/Informal Purchases – Procurement of Services
- S) Summary of Bid Process for Major/Formal Purchases – Procurement of Services
- T) Summary of Bid Process for Major/Formal Purchases – General Purchases
- U) Purchase Thresholds.

**NOTE: Attachments G, J, K, L, M, O, & P are Forms ~ make additional copies as needed.**