

Procurement Policy

Cheyenne Housing Authority

This Procurement Policy is intended to comply with the Annual Contributions Contract (ACC) between the Cheyenne Housing Authority (CHA) and the U.S. Department of Housing and Urban Development, Federal Regulations at **2 CFR 200.317 through 200.326**, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Rev 2 and applicable State and Local laws and regulations.

1.0 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Procurement Policy is to provide a procurement system of quality and integrity; to assure that the Cheyenne Housing Authority, hereinafter referred to as the “Authority”, procures property and services (including construction) effectively, efficiently and at the most favorable prices; and to assure that Authority purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws. To the extent possible and in the best interests of the Authority, American-made equipment and products shall be purchased with HUD funds.

1.2 APPLICATION

This Procurement Policy applies to all contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date of this Policy. It shall apply to all expenditures of the Authority, irrespective of the source of funds, including contracts that do not involve an obligation of funds, such as concession contracts. Nothing in this Policy, however, shall prevent the Authority from complying with the terms and conditions of any grant or contract that is otherwise consistent with law.

1.3 DEFINITION

The term “procurement,” as used in this Policy, includes the procurement of property and services (including construction) through purchase, lease or other means.

EXCLUSIONS

This Policy does not govern administrative fees earned under the Section 8 Voucher Program, the award of vouchers under the Section 8 Program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g.,

fee-for-service revenue under 24 CFR Part 990. These excluded areas are subject to applicable State and local requirements.

CHANGES IN LAWS AND REGULATIONS

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

1.4 EXECUTIVE DIRECTOR'S RESPONSIBILITIES

The Executive Director shall administer all procurement transactions. The Contracting Officer shall be the Executive Director or any other individual so designated by the Executive Director. The Contracting Officer shall ensure that the following occur:

- A. Procurement requirements are subject to a planning process to assure efficient and economical purchasing;
- B. Contracts and modifications are in writing and clearly specify the desired supplies, services, or construction; are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
- C. For procurements other than micro-purchases, public notice of each procurement is given, an adequate time period is provided for preparation and submission of bids or proposals and notice of contract awards is made available to the public;
- D. Solicitation procedures are conducted in full compliance with Federal standards stated in 2 CFR 200.317 through 200.326, or State and local laws that are more stringent, provided they are consistent with 2 CFR 200.317 through 200.326;
- E. An independent cost estimate is prepared before solicitation is issued for each procurement above the small purchase limitation;
- F. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to the Authority, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days (or other time period required by State or local law) after contract award;
- G. Oversight is maintained to ensure that contractors perform in accordance with the terms and conditions of their contract;
- H. Work is inspected before payment, and payment is made promptly for contract work performed and accepted;

- I. The Authority complies with applicable HUD review requirements and any local procedures supplementing this Statement.

1.5 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible contractors possessing the ability to perform successfully, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. The Authority shall review each proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Housing Authorities), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible contractors.

1.6 POTENTIAL BIDDER'S LISTS

Interested businesses shall be given an opportunity to be included on a potential bidder's lists. Any such lists of persons, firms, or products, which are used in the procurement of supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. The Authority shall not preclude a potential bidder from qualifying during the solicitation period.

1.7 COMPETITIVE SPECIFICATIONS

The Authority strives for full and open competition in procurement transactions greater than \$3,000. Specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Authority's needs. Specifications shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers shall be clearly stated and shall identify all minimum requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase.

Specifications shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured and shall not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers shall be clearly stated.

1.8 *LIMITATIONS ON COMPETITION*

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The following specification limitations shall be avoided:

- arbitrary actions;
- unreasonable qualifying requirements;
- noncompetitive pricing practices between firms or affiliated companies; noncompetitive contracts to consultants that are on retainer;
- State, local, or tribal geographical preferences, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract;
- unnecessary or excessive bonding or experience requirements;
- brand name specifications, unless a written determination is made that only the identified item will satisfy the Authority's needs;
- brand name or equal specifications, unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use.

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur. For example, because of relationships with a parent company, affiliate, or subsidiary organization, the Authority is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

1.9 *COOPERATIVE PURCHASING AND CONSOLIDATED SUPPLY CONTRACTS*

The Authority may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or direct procurement shall be based on economy and efficiency. If used, the

intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. A consolidated supply contract is considered to be any current purchase agreement that has been competitively bid by Federal, State or local governments. Any purchase made through a consolidated supply contract shall be exempt from any additional bidding requirements. The use of consolidated supply contracts does not waive the dollar limitations requiring Board approval. The Authority shall use Federal or State excess and surplus property instead of purchasing new equipment and property if such use is feasible and results in a sufficient savings.

2.0 PROCUREMENT METHODS

2.1 PURCHASE PROCEDURES

For each purchase, one of the following methods of procurement shall be used, depending on the nature and/or anticipated value of the total procurement.

- A. Petty Cash Purchases** - Small purchases not more than Fifteen Dollars (\$15.00) may be paid by the use of a petty cash account, which shall be maintained by the accounting department. The petty cash shall be periodically reconciled and replenished by the amount expensed and documented by receipts. Misuse of petty cash will be cause for dismissal and shortages shall be the responsibility of the petty cash assignee.
- B. Micro-Purchases of \$3,000 or less** - Only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.
- C. Small Purchases between \$ 3,000 and \$ 150,000** – Any procurement for services, supplies or property in excess of \$ 3,000 but not exceeding \$ 150,000 may be made by soliciting at least three suppliers for price quotations. These quotes may be obtained verbally, by telephone, or in writing, as allowed by State or local laws. An award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. A summary of quotations shall be maintained with the bidders' names, addresses, and/or telephone numbers, contact persons, date and amount of each quote. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section, except as may be reasonably necessary to comply with Section 5.0 of this Policy.

2.2 BOARD AUTHORIZATION -

The Cheyenne Housing Authority hereby establishes a threshold limit of \$25,000 for the procurement of property and services before Authority Board authorization is required. Purchases in excess of \$25,000 shall require preauthorization by the Authority Board. A single procurement more than \$25,000 requires Board pre-approval to place a legal notice advertisement in at least one publication likely to be seen in the Cheyenne and surrounding areas. The notice shall be published twice at least 7 days apart.

Regardless of the method of procurement used, bid results shall be brought to the Board for approval for any purchases over \$25,000. If circumstances prevent a presentation at a regularly scheduled board meeting, the board members may be polled for a consensus, with ratification to be obtained at the next board meeting. No procurement approval obtained by polling the Board members shall obligate or bind the Authority until ratified or approved by a vote of a majority of a quorum of Board members at a public meeting.

Purchasing thresholds and competitive procurement are hereby waived when the Executive Director and either the Chairman or Vice-Chairman of the Board deems the work to be an emergency, as defined in 2.6(A)(2). The Executive Director will give a full disclosure and report to the Authority's Board of Commissioners at their next regular or special meeting.

The purchasing threshold may be adjusted annually to consider inflation. The Social Security Cost of Living Adjustment or Consumer Price Index may be used to determine inflation rates.

2.3 SEALED BIDDING

For procurement whose total anticipated value is \$ 50,000 or greater, a sealed bidding process may be used, as set forth below.

- A. **Conditions for Use** - Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For modernization projects, sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bidding should not be used.
- B. **Solicitation and Receipt of Bids** - An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement; including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bids shall be publicly advertised and state the

time and place for both the receipt of bids and the public bid opening. Sufficient time will be given for responses and the invitation for bids will include any specifications and pertinent attachments, and will define the items or services in order for the bidder to properly respond. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw their bid at any time prior to bid opening.

- C. **Bid Opening and Award** - Bids shall be opened publicly, an abstract of bids shall be recorded, and the bids shall be available for public inspection. If equal low bids are received from responsible bidders, award shall be made by drawing lots, or similar random method, unless otherwise provided in State or local law and stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price. Any or all bids may be rejected if there is a sound documented reason.
- D. **Mistakes in Bids** - Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.

2.4 **BONDS**

In addition to other requirements of this Policy, the following requirements apply (when Federal and State regulations conflict, the most restrictive regulation will be applied):

- A. For construction contracts exceeding \$150,000 other than those specified in B and C below, bidders shall be required to submit the following, unless otherwise required by State or local laws or regulations (including the state law requirements set forth in D, below): **(a.) Bid guarantee** equivalent to 5% of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument as assurance that the successful bidder will execute such contractual documents as required within the time specified; **and (b.) Performance bond** for 100% of the contract price. The “performance bond” is required for each contract to guarantee that all the contractor’s obligations are fulfilled under such contract; **and (c.) Payment**

bond for 100% of the contract price. A “payment bond” is required for each contract to assure payment to all persons supplying labor and materials under such contract.

- B. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, bidders shall be required to submit the following, unless otherwise required by State or local laws or regulations (including the state law requirements set forth in D, below): **(a.) Bid guarantee** equivalent to 5% of the bid price; **and one** of the following: **(b.) Performance and payment bond** for 100% of the contract price; **or (c.) 20% cash escrow; or (d.) 25% irrevocable letter of credit.**
- C. In the case of construction under the Capital Fund Program funded pursuant to the U.S. Housing Act of 1937, for any contract over \$25,000 bidders shall be required to submit the following, unless otherwise required by State or local laws or regulations (including the state law requirements set forth in D, below): **(a.) Bid guarantee** equivalent to 5% of the bid price; **and one** of the following: **(b.) Performance and payment bond** for 100% of the contract price; **or, (c.) Separate performance and payment bonds, each for 50% or more of the contract price; or (d.) 20% cash escrow; or (e.) 25% irrevocable letter of credit.**
- D. Except as provided under W.S. 9 2 1016(b)(xviii), any contract entered into with the State, any County, City, Town, school district or other political subdivision of the State for the erection, repair or addition to any public building or other public structure or for any public work or improvement and the contract price exceeds seven thousand five hundred dollars (\$7,500.00) shall require any contractor before beginning work under the contract to furnish the State or any political subdivision, as appropriate, a bond or if the contract price is one hundred thousand dollars (\$100,000.00) or less, any other form of guarantee approved by the State or the political subdivision. The Bond or other form of guarantee shall be:
 - 1. Conditioned for the payment of all taxes, excises, licenses, assessments, contributions, penalties and interest lawfully due the State or any political subdivision;
 - 2. For the use and benefit of any person performing any work or labor or furnishing any material or goods of any kind which were used in the execution of the contract, conditioned for the performance and completion of the contract according to its terms, compliance with all requirements of law and payment as due of all just claims for work or labor performed, material furnished and taxes, excises, licenses, assessments, contributions, penalties and interest accrued in the execution of the contract;

3. In an amount not less than fifty percent (50%) of the contract price unless the price exceeds one hundred fifty thousand dollars (\$150,000), in which case the appropriate officer, agent or the governing body may fix a sufficient amount;
 4. Approved by and filed with the appropriate officer, agent or other designee of the State or governing body of the political subdivision.
- E. A bond or other guarantee satisfactory to the State or political subdivision, as the case may be, shall include the obligations specified under subsection 4 of this section even though not expressly written into the guarantee.
- F. In default of the prompt payment of all obligations under the guarantee, a direct proceeding may be brought in any court of the competent jurisdiction by the authorized officer or agency to enforce payment. The right to proceed in this matter is cumulative and in addition to other remedies provided by law.

2.5 COMPETITIVE PROPOSALS

For procurement whose total anticipated value is \$ 3,000 or greater, a competitive bidding process shall be used, as set forth below.

- A. **Conditions for Use** - Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the Board determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources, normally at least 3, shall be solicited.
- B. **Solicitation** - The request for proposals (RFP) and invitation for bids (IFB) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.
- C. **Negotiations** - Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification

with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

- D. **Award** - After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible contractor whose qualifications, price and other factors considered are the most advantageous to the Authority.
- E. **Architect/Engineer Services and other professional services** - Architect/engineer services and other professional services in excess of \$25,000 may be obtained by either the competitive proposals method or qualifications-based selection procedures. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures (RFQ), competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as the only selection factor under this method.

Qualifications-based selection procedures (RFQ) may be used for the selection of individuals, firms or other business entities to provide professional services, such as contract management services. With respect to contract management of the Cheyenne Housing Authority, the Board shall appoint an impartial person or entity to coordinate the solicitation of letters of qualifications and fee proposals (and negotiate fees as appropriate) in order to avoid the perception of a conflict of interest. The Board reserves the sole responsibility to award contracts for contract management services. Professional services may, at the discretion of the Board, be awarded for terms of up to five years in accordance with HUD guidance.

2.6 NONCOMPETITIVE PROPOSALS

- A. **Conditions for Use** - Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using micro-purchase procedures, sealed bids, or competitive proposals, and one of the following applies:
 - 1. The item is available only from a single source
 - 2. The public exigency or emergency requirement will not permit a delay resulting from competitive solicitation. An emergency is defined as a serious threat to the public health, welfare, or safety; endangerment of property; or the cause of serious injury to the Authority, as may arise by reason of a

flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;

3. HUD authorizes the use of noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- B. **Justification** - Procurement based on noncompetitive proposals shall be supported by a written justification, approved by the Contracting Officer, for using such procedures.
- C. **Price Reasonableness** - The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in section 2.7 below.

2.7 COST AND PRICE ANALYSIS

- A. **General** - Some form of cost or price analysis shall be performed for all procurements expected to exceed \$150,000, including contract modifications, using the procedures described in HUD Handbook 2210.3 and 7460.8. The degree of analysis shall depend on the facts surrounding each procurement. In every case, the Authority will make independent estimates before receiving bids or proposals. Cost plus a percentage of cost will not be used.
- B. **Submission of Cost or Pricing Information** - If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the Authority (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:
1. A cost breakdown showing projected costs and profit;
 2. Commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
 3. Documentation showing that the offered price is set by law or regulation.
- C. **Cost Analysis** - Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is

submitted a cost analysis shall be performed of the individual cost elements, the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work. Profit shall be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.

- D. **Price Analysis** - For competitive procurements in which cost or pricing information is not required of contractors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

2.8 PREFERENCES FOR WYOMING CONTRACTORS AND MATERIALS

- A. **Preference for Wyoming Materials in Public Purchases.** To the extent they are applicable to purchases for supplies, materials, equipment, machinery and provisions to be used in the maintenance and upkeep of CHA's institutions, CHA shall comply with Wyoming Statutory preferences for Wyoming produced or supplied materials as set forth in Wyoming Statute 16-6-105, unless said statutory preferences are pre-empted by federal law or federal restrictions on the funding to be spent in said purchases.
- B. **Preference for Wyoming Materials In Construction or Maintenance of Public Structures.** To the extent they are applicable to the process of maintenance or construction of public buildings, CHA shall comply with Wyoming Statutory preferences for Wyoming produced or supplied materials as set forth in Wyoming Statute 16-6-107, unless said statutory preferences are pre-empted by federal law or federal restrictions on the funding to be spent in said purchases.
- C. **Preference for Wyoming Resident Contractors.** To the extent they are applicable to the letting of contracts by CHA for the erection, construction, alteration, or repair of any public building or other public structure or for the making of any addition thereto or for any public work or improvement, CHA shall comply with Wyoming Statutory preferences for Wyoming Resident Contractors as set forth in Wyoming Statute 16-6-102 and the restrictions on subcontracting to non-resident contractors, as set forth in Wyoming Statute 16-6-103, unless said statutory preferences are pre-empted by federal law or federal restrictions on the funding to be spent in the letting of such contracts.

- D. **Statement of Wyoming Materials Preference in Invitations for Bids and Requests for Proposals.** Unless state statutory preferences are pre-empted by federal law or federal restrictions on the funding to be spent, then to the extent required by Wyoming Statute 16-6-106, all invitations for bid and requests for proposal issued by CHA relating to materials, supplies, agricultural products, equipment, machinery, and provisions for the construction, maintenance, and/or upkeep of any CHA institution shall contain the words “preference is hereby given to materials, supplies, agricultural products, equipment, machinery, and provisions produced, manufactured, or grown in Wyoming or supplied by a resident of the state, quality being equal to articles offered by the competitors outside the state.”

2.9 CANCELLATION OF SOLICITATIONS

- A. An IFB, RFP, RFQ or other solicitation may be cancelled before bids/offers are due if:
1. The supplies, services or construction is no longer required;
 2. The funds are no longer available;
 3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
 4. Other reasons which would make proceeding forward with the procurement contrary to policy or law, contrary to need(s) or purpose(s) for the procurement, or otherwise contrary to the best interests of CHA and/ or its statutory purposes or obligations.
- B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
1. The supplies or services (including construction) are no longer required;
 2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
 3. All factors of significance to the CHA were not considered;
 4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
 6. Other reasons which would make proceeding forward with the procurement contrary to policy or law, contrary to need(s) or purpose(s) for the procurement, or otherwise contrary to the best interests of CHA and/or its statutory purposes or obligations.

- C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
- D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
- E. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the CHA's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either
 - 1. Re-solicit using an IFB or RFP; or
 - 2. Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the CHA's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.
- F. If problems are found with the specifications, CHA should cancel the solicitation, revise the specifications and resolicit using an allowable form of solicitation that is likely to result in acceptable bids.

3.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

3.1 CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, provided that the cost plus a percentage of cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, see HUD Handbook 2210.18); and the contractor is paid only allowable costs. A time and material contract may be used only if a written determination is made by the Board that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

3.2 OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the Authority; (iii) the contract states a limit on the additional quantities and the

overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement. Professional services contracts, such as for contract management of the agency, may be awarded for terms of up to five years.

3.3 CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 2 CFR 200.317 through 200.326 and Appendix II of 2 CFR 200, such as the following:

- A. Termination for cause or convenience (contracts greater than \$10,000)
- B. Termination for default
- C. Equal Employment Opportunity
- D. Anti-Kickback Act
- E. Davis-Bacon Act
- F. Contract Work Hours and Safety Standards Act,
(Including a contractors Safety Plan)
- G. Reporting requirements – including additional reporting that may be required by the funding source.
- H. Patent rights
- I. Rights in data
- J. Examination of records by Comptroller General, and retention of records for three years after closeout
- K. Clean Air Act and Federal Water Pollution Control Act (contracts in excess of \$150,000)
- L. Energy efficiency standards
- M. Bid protests and contract claims

- N. Value engineering
- O. Payment of funds to influence certain Federal transactions.
- P. Contractors Guarantee Process
- Q. Building Materials list and Hazardous Materials register
- R. Remedies and penalties for violations or breach of contract terms (contracts in excess of \$150,000)
- S. Rights to Inventions made under a contract or agreement
- T. Debarment and Suspension
- U. Byrd Anti-Lobbying Amendment (contracts in excess of \$100,000)
- V. Procurement of recovered materials

3.4 CONTRACT ADMINISTRATION

A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained. The system shall include procedures for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

3.5 PERFORMANCE ASSURANCE

As may be required by Wyoming law, contracts for construction work on public buildings or facilities shall require that the contractor provide a performance assurance in the form of a bond or other guarantee acceptable to the Board in an amount not less than 50% of the contract price. See Section 2.4

4.0 APPEALS AND REMEDIES

4.1 GENERAL

This section only applies to contracts subject to federal regulations.

CHA will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve CHA of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern.

Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

4.2 *BID PROTESTS*

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

4.3 *CONTRACT CLAIMS*

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Chief Executive Officer.

5.0 ASSISTANCE TO SMALL AND OTHER BUSINESSES

5.1 *REQUIRED EFFORTS*

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible. Such efforts shall include, but shall not be limited to the following:

- A. Including such firms, when qualified, on solicitation lists;
- B. Assure they are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

- F. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 135; and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A through F above.

Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in CHA prime contracts and subcontracting opportunities.

Definitions:

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not a affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of publicly-owned business, one in which at least 51% of its voting stock is owned by one ore more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.
3. A **women's business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A **Section 3 business concern** is a defined under 24 CFR part 135.
5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in a area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

5.2 PROCUREMENT OF RECOVERED MATERIALS

In accordance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Authority will ensure procurements contain the highest percentage of recovered materials practical, consistent with maintaining satisfactory levels of competition, when the purchase price exceeds \$10,000 or the value of the quantity procured in the preceding fiscal year exceeded \$10,000. The Authority shall procure solid waste services in a manner that maximizes energy and resource recovery.

6.0 ETHICS IN PUBLIC CONTRACTING

6.1 GENERAL

The Authority shall adhere to the following code of conduct. Violations of the codes of conduct will be cause for dismissal.

6.2 CONFLICT OF INTEREST

No employee, officer, agent or Board member of this Authority shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in or a tangible personal benefit from a firm selected or considered for award is held by:

- A. An employee, officer, agent or Board member involved in making the award;
- B. Any member of his immediate family;
- C. His/her partner; or,
- D. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above,
- E. A parent, affiliate, or subsidiary organization.

6.3 GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

Authority officers, employees, and agents shall not solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

6.4 PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure an Authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

6.5 *PROCUREMENT REVIEW*

Upon request, The Authority will make available for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- A. The Authority's procurement procedures or operation fails to comply with the procurement standards;
- B. The procurement is expected to exceed \$150,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- C. The procurement, which is expected to exceed \$150,000, specifies a "brand name" product;
- D. The proposed contract is more than \$150,000 and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- E. A proposed contract modification changes the scope of a contract or increases the contract amount by more than \$150,000.

APPENDIX 1. PROCUREMENT FILE CHECKLIST

The following table lists the types of documentation that generally should be included in the contract file for each procurement. Note, however, that the circumstances of each procurement will dictate the documentation required. For example, an RFP for Property Management Services would not necessarily require a separate cost analysis if there were an ample number of price proposals and the costs (management fees) were within the range established in the ICE. Similarly, for small purchases, the issuance of a purchase order will likely serve as a Notice to Proceed; however, for some very technical services acquired under small purchases, the PHA might want to hold a post-award meeting and then issue a Notice to Proceed. In all, the contract file should contain all significant documentation relating to the specific procurement. Any shaded item would generally not apply for that type of purchase.

Item	Micro Purchase	Small Purchase	Sealed Bid	Competitive Proposals	Non-Competitive Proposals
Pre-Solicitation					
Independent Cost Estimate					
Individual Procurement Plan					
Rationale for Contract Method (if not apparent)					
Rationale for Contract Type (if not apparent)					
Evaluation Plan					
Solicitation					
Sources (mailing lists, advertisements, etc.)					
Solicitation Notice and Amendments					
IFB/RFP					
Notes of Pre-Bid/Proposal Conferences					
IFB/RFP Correspondences					
Record of Bids/RFPs Requested					
Quotes, Bids or Proposals Received					
Justification for Other than Full/Open Competition					
Evaluation					
Bid Opening					
Evaluation Panel Disclosures and Ethics Statement					
Technical Evaluation					
Price Evaluation					
Competitive Range Determinations					
Evaluation Report					
Memo of Negotiation and Selection Decision					

Revision final November 2019

Pre-award Survey and Responsibility Determinations					
Award					
Contract and Award Documents					
Notification to Unsuccessful Bidders					
Appeals (all correspondence)					
Post-Award and Contract Administration					
Insurance and Bonding Requirements					
Records of Post-Award Conferences					
Notice to Proceed					
Contract Modifications and Supporting Documentation					
Receiving Reports					
General Contract Correspondence					
Payment Record/Documentation					
Inspections and Field Reports					
Completion Certificate					

APPENDIX 2. SAMPLE IFB COVER SHEET

IFB Number: _____

Date of Issuance: _____

Sealed bids will be accepted at the Cheyenne Housing Authority (CHA), until the date and time noted below. Bids will be publicly opened and recorded immediately thereafter in the Conference Room, 3304 Sheridan St., Cheyenne, WY, 82009.

Snow Removal at _____

Pre-Bid Meeting will be held: _____ (date) _____ (time)

Bid Opening: _____ (date) _____ (time)

Cheyenne Housing Authority

3304 Sheridan Street

Cheyenne, WY 82009

Point of Contact: Jane Doe (307) xxx-xxxx

Table of Contents:

- A. Bid/Price Form
- B. Specifications/Scope of Work
- C. Instructions to Bidders
- D. Required Certifications
- E. General Contract
- F. Other Attachments

APPENDIX 3. SAMPLE SOLICITATION AMENDMENT

**CHEYENNE HOUSING AUTHORITY
3304 SHERIDAN STREET
CHEYENNE, WY 82009**

1. Amendment number:
2. Issued by:
3. Amendment of solicitation number: _____ dated: _____
4. The hour and date specified for receipt of bids/proposals is _____ is not _____ extended to the following new hour and date:
5. The above-numbered solicitation is amended as set forth below. Bidders/offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of bids/proposals, by signing this form below or by completing the acknowledgement on the form titled "Solicitation, Bid/Proposal and Award."
6. Description of amendment:

{Cite specific sections and/or pages of the solicitation that are being amended.}

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.
7. Name and title of signer:

Signature and date:

APPENDIX 4. SAMPLE CONTRACT AWARD

CHEYENNE HOUSING AUTHORITY 3304 SHERIDAN STREET CHEYENNE, WY 82009

1. Contract Number: _____ 2. Effective Date: _____
3. Solicitation Number/ Project Title: _____
4. Name & Address of Contractor: _____
5. Contract Amount: \$ _____
6. Accounting Code: _____
7. Table of Contents:

[X]	SECTION	Description	[Pages]	[X]	SECTION	Description	[Pages]
	A	CONTRACT AWARD FORM	1		F	DELIVERIES OR PERFORMANCE	
	B	SUPPLY/SERVICE & PRICES			G	CONTRACT ADMINISTRATION DATA	
	C	STATEMENT OF WORK/SPECS			H	SPECIAL CONTRACT REQUIREMENTS	
	D	PACKAGING & MARKING			I	CONTRACT CLAUSES	
	E	INSPECTION & ACCEPTANCE			J	LIST OF ATTACHMENTS	

8. **Award:** Your bid/offer on Solicitation Number _____ including additions or changes made by you, which additions or changes are set forth in full within the sections listed above, is hereby accepted as to the items listed in Section B and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the PHA's solicitation, (b) your bid/offer, and (c) this award document/contract. No further contract document is necessary.

9. **Name of Contracting Officer:** _____

Signature of Contracting Officer: _____

Date Signed: _____

10. **Name/Title of Authorized Signer/Contract Representative:**

Signature of Contracting Representative: _____

Date Signed: _____

APPENDIX 5. SAMPLE NOTICE TO UNSUCCESSFUL BIDDERS

(Letterhead)

Re: IFB# _____

1. Receipt of your bid is acknowledged in response to our invitation for bid referenced above.
2. The contract was awarded after competition by sealed bidding to the lowest responsive and responsible bidder. The total amount of the awarded contract was \$_____. The award was made to:

(Insert Bidder Name)

3. Enclosed is the bid bond your company submitted for the above-referenced solicitation.
4. The Cheyenne Housing Authority appreciates your time and effort in preparing and submitting your bid. We hope that your firm will participate in future solicitations.

Name
Contracting Officer

Date

**APPENDIX 6. SAMPLE CHECKLIST FOR
DETERMINATION OF CONTRACTOR RESPONSIBILITY**

Public Housing Agency Name: _____

Solicitation Number: _____

Contractor Name and Address: _____

Circle all applicable statements:

1. A review of the GSA and HUD websites data dated _____ has been conducted and the contractor does/ does not appear as suspended, debarred or operating under a LDP.
2. The Contractor has/ has not performed satisfactorily on other contract(s) awarded by this PHA.
3. A survey of other agencies and companies doing business with the contractor was performed. Adverse/ no adverse information has been received that would bring the contractor's present responsibility and technical capability into question. List the agencies/companies contacted, dated contacted and person providing information.
4. A review of the Contractor's financial and technical resources indicates/ does not indicate that it is capable of performing the contract. List documentation reviewed.
5. State/local government agencies were contacted, and the contractor does/ does not have a record of any outstanding code violations, improper business practices, or similar history of non-compliance with public policy. List agencies contacted.
6. Other pertinent information received does/ does not affect the Contractor's responsibility. List parties contacted and results of contact (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, other credit agencies).

In accordance with **2 CFR 200.318(h)** the contractor is considered to be responsible/ non-responsible and possesses/ does not possess the ability to successfully perform under the terms and conditions of this contract.

Name
Contracting Officer

Signature

Date

APPENDIX 7. GUIDELINES FOR CONDUCTING COST ANALYSIS

A cost or price analysis must be performed in connection with every procurement action exceeding \$150,000, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. An independent estimate must be made before receiving bids or proposals.

- When evaluating competitive proposals;
- When there is a sole source (or non-competitive proposal);
- When after soliciting bids, only one bid is received, the PHA does not have sufficient data on costs to establish price reasonableness (such as prior purchases of similar nature), and the PHA is considering making an award to the sole bidder;
- When negotiating modifications to contracts that impact the price or estimated cost;
- When terminating a contract and the contractor is entitled to payment of reasonable costs incurred as a result of termination; or
- When awarding a cost-reimbursement contract.

The following lists the basic steps in conducting a cost analysis:

A. Verify cost and price information, including:

1. The necessity for, and reasonableness of, the proposed cost;
2. Technical evaluation or appraisal of the proposed direct cost elements;
3. Application of audited or pre-negotiated indirect cost rates, direct labor rates, etc.;

B. Evaluate the effect of the offeror/contractor's current practices on future costs;

C. Compare costs proposed by the offeror/contractor with the following:

1. Actual costs previously incurred by the same firm;
2. Previous cost estimates from the same firm or other firms for the same or similar items;
3. The methodology to be used to perform the work (are the costs consistent with the technical approach being proposed?);
4. The independent cost estimate (ICE).

D. Verify that the offeror/contractor's cost proposal complies with the appropriate cost principles;

E. Verify that costs are allowable, allocable, and reasonable.

The major categories of costs are:

A. Direct Costs, which include:

1. Direct Labor (personnel)
2. Equipment
3. Supplies
4. Travel and Per Diem
5. Subcontractors
6. Other Direct Costs

<i>Cost Proposal</i>	Cost Principle
For-Profit or commercial organization	FAR Part 31
State or local governments	OMB Circular A-87
Private, non-profit organizations	OMB Circular A-122
Educational institutions	OMB Circular A-21

B. Indirect Costs, which includes:

1. Overhead
2. General and Administrative Expenses
3. Profit (or Fee)

In the process of analyzing costs, profit should be analyzed separately. In analyzing profit, consideration should be given to:

- A. Complexity of the work to be performed;
- B. Contractor's risk in performing the contract;
- C. Contractor's investment in the contracted effort;
- D. Amount of subcontracting;
- E. Contractor's record of past performance; and
- F. Industry profit rates in the general area for similar work.

Remember: The objective is to establish overall cost reasonableness and not individual components.

APPENDIX 8. SAMPLE NOTICE TO PROCEED

PHA NAME: _____

DATE: _____

To: Contractor name and address

Re: Contract Number

Project name/description

A. NOTICE TO PROCEED

Pursuant to the terms of the above contract, you are hereby notified to commence work at the start of business on **(date)**. The time for completion, including the starting day, as established by the contract, is **(date)**.

It is the responsibility of the contractor to meet the schedule as set forth and in accordance with the terms and conditions of the contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance.

The contractor shall also contact the PHA in writing within three days prior to mobilization on the project to enable the PHA to coordinate this work with others.

The contractor shall within ten days after receipt of this notice send to the PHA copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this construction to its conclusion is of the utmost importance to the PHA.

Sincerely,

Contracting Officer

cc: Contract File

Other PHA Files

APPENDIX 9. SAMPLE CONTRACT MODIFICATION

1. Modification Number: _____
2. Effective Date: _____
3. Contract Number: _____ Dated: _____
4. This Modification Modifies The Contract As Described Below:

This Change Order Is Issued Pursuant To:

(Cite Contract Clause) _____

The Contract Is Modified To Reflect The Following Administrative Changes (E.G.,
Changes In Payment Office) _____

This Supplemental Agreement Is Entered Into Pursuant

To: _____

(Cite Contract Clause Or Mutual Agreement Of The Parties)

Other (Specify Type Of Modification And Authority):

5. The contractor ____[is] or ____[is not] required to sign this document and return ____ copies to the Contracting Officer.
6. Description Of Modification: (Include Section, Clause, Page Number, And Subject Matter)

Except As Provided Herein, All Terms And Conditions Of The Contract Remain Unchanged And In Full Force And Effect.

7. Name And Title Of Signer: _____

Date: _____

8. Name And Title Of Contracting Officer: _____

Date: _____

APPENDIX 10. DISADVANTAGED BUSINESS ENTERPRISE RESOURCE LIST

- **Small Business Development Centers (SBDC)**

SBDC provide businesses with management, marketing and financial counseling. The centers assist in the development of business and marketing plans, improving business ownership skills, financial analysis of businesses, accessing specialized services including export and government marketing and other business management needs.

- **Women's Business Centers (WBC)**

Each women's business center provides assistance and/or training in finance, management, marketing, procurement and the internet, as well as addressing specialized topics such as home-based businesses corporate executive downsizing and welfare-to-work. All provide individual business counseling and access to the SBA's programs and services; a number of centers are also intermediaries for the SBA's MicroLoan and Loan Prequalification programs. Each WBC tailors its programs to the needs of its constituency; many offer programs and counseling in two or more languages.

- **Minority Business Development Centers (MBDC)**

The MBDC's provide business development services to aid in the creation, expansion and preservation of minority-owned businesses. It is MBDC's largest client services program and is structured to cover areas that contain approximately 80% of the country's minorities.

- **Native American Business Development Centers**

The Minority Business Development Agency established the Native American Program (NAP) to address the special problems of the Native American firms and individuals interested in entering, maintaining, or expanding their efforts in the competitive marketplace.

- To view a list of over 800 Trade Associations and similar organizations, visit the HUD OSDBU website at: www.hud.gov/program_offices/sdb
- To locate local SBA District/Field offices, SBDC and other resources, visit SBA's website at: www.SBA.gov/regions/states.html
- To locate local MBDA regional offices, MBDCs and other resources, visit MBDA's website at: www.MBDA.gov
- The SBA, DOD, the Office of Management & Budget and GSA created an integrated database of small businesses called Central Contractor Registration (CCR). CCR can provide you with listings of small businesses that offer the products and services that you procure. Visit uscontractorregistration.com/central-contractor-registration-ccr/

Revision final November 2019

- To facilitate searches for small businesses in particular industries, refer to the North American Industry Classification System (NAICS). Visit the website at: <http://naics.com>
- To assist you in advertising your contracting opportunities, include your upcoming contracting requirements in MBDA's "Opportunity Database" called Phoenix. Phoenix matches MBE's with contracts and other business opportunities via e-mail at: www.MBDA.gov

APPENDIX 11. CAPITAL FUND STIMULUS GRANT PROCUREMENT POLICY

Adopted 12/3/09

ARRA Addendum to Procurement Policy

The following amendment is required by HUD to be made to the Procurement Policy of the Cheyenne Housing Authority and relates solely to the use of ARRA funds.

The Cheyenne Housing Authority incorporates the requirements associated with the ARRA funding into the Procurement Policy, specifically:

- State and Local Laws and Regulations - Any requirement in the existing Procurement Policy relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grant. However all Part 85 requirements continue to apply.
- Noncompetitive Proposals – According to 2 CFR 200.320(a) and (f), if solicitation of a proposal is only from one source or if the PHA finds that after solicitation of a number of sources, that competition is inadequate, the PHA may award the contract noncompetitively where small purchase procedures, sealed bids or competitive proposal are infeasible and one of the circumstances in 2 CFR 200.320 (f) applies. One such circumstance is public exigency that will not permit a delay resulting from competitive solicitation (200.320(f)(2)). If the PHA finds that other competitive methods of procurement are infeasible, HUD will support the PHA's use of public exigency circumstances based on the purpose and requirements of the Recovery Act. Section 3 of the Recovery Act provides that these funds shall be managed and expended to achieve the purposes specified including commencing expenditures and activities as quickly as possible consistent with prudent management. The PHA shall, as needed, on a contract-by contract basis, consider using the noncompetitive procurement method but in all instances the PHA shall comply with Part 200.318 requirements including the requirement for a cost analysis and the conflict of interest requirement. The PHA will maintain documentation sufficient enough to detail the significant history of each contract's procurement including, but not limited to:
 - Rationale for method of procurement,
 - Selection of contract type,
 - Contractor selection or rejection,
 - Basis for the contract price (200.318(i))

No HUD pre-award review is required for noncompetitive proposals, however all documentation will be made available to HUD upon request.

- Buy American – PHA will follow Buy American requirements of section 1605 of the Recovery Act and use only iron, steel and manufactured foods produced in the United States in the project, to the extent that those items are available and manufactured in the United States.
- Any other provisions within the PHA's Procurement Policy that conflict with HUD direction related to the Capital Fund Stimulus Grant will be considered inapplicable for this grant.

Adopted 12/3/09