

# Caddo Nation



# Property and Procurement Policies

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# Definitions

For purposes of these policies, the following terms shall have the following meanings, regardless of whether they are capitalized in the policy, unless the context of the use indicates otherwise:

- 1) **Administration** - For purposes of this policy:
  - a) When referring to procurement for the Tribal government, the term means the Chairman/Chief Executive Officer of the Tribe, Tribal Administrator, and/or Finance Director and/or other persons designated as having authority concerning procurement. Contract signature authority remains with the Chairman unless otherwise formally delegated by Tribal Council action.
  - b) When referring to procurement by a subordinate entity or enterprise of the Tribe, the term means the Board of Directors, Chairman, Manager, or other person or persons designated as having authority concerning procurement. Contract signature authority remains with the person having such authority under the formation documents of the entity.
- 2) **Amendment** – An agreement between the parties to change the contract after it is fully signed by both parties. An amendment shall be finalized in a written document describing the agreed upon change including any terms and conditions required to support changes.
- 3) **Appropriation** – Official legislative approval by the Tribal Council to use public funds for a specific purpose. When the reference relates to procurement by a subordinate Tribal entity or enterprise, the term refers to budget approval conferred by the governing body of the entity.
- 4) **Asset** - Property owned by the Tribe which is regarded as having value; when the reference is to a Tribal enterprise that has adopted these procurement policies, the term refers to property owned by the enterprise.
- 5) **Asset number** - Numerical description used to identify an asset.
- 6) **Associate** - as used in this policy refers to any employee and/or officer acting on behalf of the Tribe.
- 7) **Award** - The acceptance of a bid or proposal which includes the presentation of a purchase agreement or contract to a bidder.
- 8) **Back order** - A portion of an order, which a vendor has not delivered as scheduled and has been ordered for a later shipment.

- 9) **Bid** - An offer of price for a specified item or service, or to undertake a task, at a specific price and within a specific timeframe.
- 10) **Bid bond** - A form of security that may be required to ensure that a contractor/vendor is submitting a bid or proposal in good faith and if selected will sign the contract as bid.
- 11) **Bid evaluation** -A process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to the determination of the successful bidder.
- 12) **Bid opening** - The formal process through which bids are opened and the contents revealed for the first time.
- 13) **Bidder** - Any individual, partnership, LLC, corporation, unincorporated Tribal subdivision or other entity that submits a bid, quote, or proposal in response to a procurement solicitation.
- 14) **Bureau or BIA** - Bureau of Indian Affairs of the United States Department of the Interior.
- 15) **Cancellation charges** - A fee charged by a seller to cover the costs associated with a customer's cancellation of an order.
- 16) **Cash on delivery (COD)** – A purchasing option in which the vendor is paid at the time of delivery of goods or services ordered.
- 17) **Certified business** - Any business enterprise certified as a Tribal business, a Tribal member-owned business, or mentorship according to the criteria and procedures of the Tribal Employment Rights Ordinance (if any).
- 18) **Chairman** – The Chairman/Chief Executive Officer of the Tribe, when the reference is to procurement by the Tribal government; when the reference is to a Tribal subordinate entity or an enterprise that has adopted these procurement policies, the reference refers to the officer designated as having responsibility for contracting for the enterprise.
- 19) **Competitive bidding** - The offer of prices by individuals or firms competing for a contract, privilege, or right to supply specified services or goods.
- 20) **Conflict of interest** - An interest that may affect, or might reasonably appear likely to affect, the judgment or conduct of an associate.
- 21) **Contract** - In the context of procurement, a written agreement for the procurement of goods and/or services.
- 22) **Contract administration** - Management and monitoring of facets of contract work to assure that contractor performance is in accordance with contractual commitments.
- 23) **Contractor** - An individual, partnership, or corporation that enters into a contract agreement to provide goods or services.

- 24) **Delivery terms** - Conditions in a contract relating to freight charges, place of delivery, time of delivery, or method of transportation.
- 25) **Discount** - An allowance or deduction from a normal or list price extended by a seller to a buyer to make the net price more competitive.
- 26) **Effective date of award** - The date that performance of the contract shall start.
- 27) **Emergency** - An unforeseen circumstance beyond the control of the Tribe which presents a real, immediate, and extreme threat to the proper performance of the essential functions or which may reasonably be expected to result in excessive loss or damage to property, bodily injury, or loss of life.
- 28) **Exclusions** - To omit from consideration.
- 29) **Expendable property**- Property that is consumed to the point where it is no longer useable by the Tribe or a Tribal entity, as applicable.
- 30) **Fair market value** - The value of an item that would induce a willing purchaser or willing seller to sell in an open market transaction.
- 31) **Federal** – Refers to the United States government or any department, agency or bureau thereof.
- 32) **Fixed asset** – An asset obtained by the Tribe or a Tribal entity, as applicable, with a purchase price of Five Thousand Dollars (\$5,000.00) or more.
- 33) **Formal sealed bid** - A bid that has been submitted in a sealed manner, either manually or electronically, to prevent its contents be revealed or known before the deadline for submission of all bids.
- 34) **Free on board (FOB)** – A term used to indicate the shipment of goods will be paid by the seller, not the buyer.
- 35) **Goods**– Generally means materials, supplies, services, and equipment offered for sale by a supplier that are:
  - a) Tangible;
  - b) The Tribe (or Tribal entity) maintains ownership;
  - c) Can be inventoried; or
  - d) Can be returned.
- 36) **Grant** - A sum of money given by a governmental body, such as the federal government, or an organization for a particular purpose.
- 37) **Inspection** - Examination of the goods or services provided by the vendor/contractor to see that they conform to the specifications/terms of the sale.

- 38) **Invitation for bid (IFB)** - Means a solicitation for obtaining offers where the lowest price serves as the basis for the award so long as the offeror is responsive and responsible.
- 39) **Invoice** - The document submitted to the organization by the vendor/contractor to charge for goods and/or services provided.
- 40) **Native American or Native** – An enrolled member of a federally recognized tribe.
- 41) **Native American preference** - The preference as set forth under the Caddo Nation Employment Policies and as outlined in the Tribe's Policies and Procedures.
- 42) **Non-competitive procurement** – A method of procurement in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if certain circumstances apply, as set forth in this policy.
- 43) **Nonexpendable property**- Property that has a continued use, and is not consumed, so that the asset has an expected service life.
- 44) **Option** - A unilateral right in a contract by which, for a specified time, the Tribe (or Tribal entity, as applicable) may elect to purchase additional equipment, supplies, or services required by the contract, or may elect to extend the term of the contract.
- 45) **Outreach item** – Informational item designed to inform and educate a specific audience about the availability of program services and is used to recruit targeted individuals who may benefit from the program, in order to meet the requirements of the federal award.
- 46) **Physical inventory** - An on-site exercise conducted periodically to ensure inventory of the program.
- 47) **Procurement** - The process of obtaining goods or services, including all activities from the preparation and processing of a requisition, through receipt and approval of the final invoice.
- 48) **Professional services** - Services performed or rendered by a person authorized by law to practice in a recognized profession and whose practice is regulated by law or the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged course of specialized instruction or study as distinguished from general academic instruction, apprenticeship, or training.

Professional services may include, but are not limited to the following:

- a) Accountants;
- b) Physicians;
- c) Consultants;
- d) Legal counsel;

- e) Auditors;
  - f) Specialized printers;
  - g) Artisans;
  - h) Architects;
  - i) Engineers;
  - j) Surveyors;
  - k) Mappers; or
  - l) other similar services that qualify as professional services, as deemed appropriate.
- 49) **Prompt payment discount** – A discount offered by the bidder to encourage timely payment by purchaser within the stated term identified by bidder.
- 50) **Property** - Assets obtained for use by the Tribe or a Tribal entity, as applicable.
- 51) **Proposal** - An offer to perform a contract to supply goods and/or services in response to a Request for Proposal (RFP).
- 52) **Public Notice** - Declaration of what the Tribe (or Tribal entity, as applicable) proposes to buy or sell and a statement of the openness of the Tribe's (or Tribal entity's) procurement process.
- 53) **Purchase** - Acquisition of goods or services. There are four (4) primary methods for purchases:
- 1) Micro purchase - Purchases of up to \$10,000, with the specific threshold to be determined by the Finance Director for a specific purchase, except that purchases of less than \$2,000 for construction acquisitions subject to the Federal Davis-Bacon Act may be considered Micro Purchases.
  - 2) Simplified acquisition - Purchases between the Micro Purchase threshold (usually \$10,000) to \$50,000.
  - 3) Formal procurement - Purchases involving more than \$50,000.
  - 4) Non-competitive procurement – Permitted only if specific circumstances for such procurement are satisfied.
- 54) **Purchase cards** or **P cards** - Cards issued by the Nation that employees can use to make permitted purchases without going through the traditional purchase request and approval process.
- 55) **Purchase order** - A required document to formalize a purchase transaction and authorization to place an order with a vendor for goods or services.

- 56) **Quote** - A vendor's oral or written proposal for supplying goods or services.
- 57) **Request for proposal (RFP)**-Means a solicitation issued seeking written where the award is based on meeting stated evaluation factors such as scope of work and qualifications.
- 58) **Request for qualifications (RFQ)** - Process to solicit proposal from potential suppliers for goods or services specified by the purchasing activity. RFQs typically are utilized when services are not well-defined and depend on a firm's ability to identify and appropriately address problems or issues.
- 59) **Requestor** - The associate who initiates a requisition for purchase.
- 60) **Responsible bidder** - The ability, capacity, and skill to perform a contract or provide the service required including, but not limited to the following:
- a) Resources;
  - b) Integrity;
  - c) Reputation;
  - d) Judgment;
  - e) Experience;
  - f) Efficiency; and/or
  - g) Compliance with public policy.
- 61) **Responsive bidder** - Supplier whose bid conforms in all material respects to the terms and conditions, the specifications, and other requirements of the solicitation.
- 62) **Responsiveness** - Compliance with the requirements of the solicitation, including specifications and contractual terms and conditions, of bid requests.
- 63) **Sealed bid** - A formal response to an invitation or request to bid received in a sealed envelope as outlined in the formal request. Generally, for purchases or requisition greater than the \$50,000, however, the Tribe (or Tribal entity) may decide to require a seal bid at a lower amount.
- 64) **Service** – Means and refers to an act or actions by a person or entity whose purpose is to perform an identifiable task or scope of work rather than to furnish an end item of supply.
- 65) **Service contract** - A contract that calls for a consultant's time and effort rather than a tangible end product. A service contract may be either a nonpersonal or personal contract, and it can cover services performed by either professional or nonprofessional personnel, whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following: maintenance, overhaul, repair,

servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment; routine recurring maintenance of real property; housekeeping and base services; advisory and assistance services; operation of government-owned equipment, real property, and systems; communications services; architect-engineering services; transportation and related services; research and development.

- 66) **Sole source** – See “Non-competitive procurement.” For procurement governed by the Federal Acquisition Regulations, this method of contracting is controlled by the regulations for “non-competitive procurement,” 2 C.F.R. § 200.320(c).
- 67) **Solicitation** - The process by which the organization requests competitive offers from prospective suppliers to procure goods and/or services.
- 68) **Specifications** - A clear and complete description of the essential requirements for the goods or services to be provided.
- 69) **Standardization** - The process of examining specifications and needs for items of similar end use and creating one specification that will meet the needs for the most of all purchases of that time.
- 70) **Termination** - Cancellation of all or part of a contract prior to its completion.
- 71) **Tribal entities** - All entities established by the Caddo Nation Tribal Council (Tribal Council), including but not limited to Tribal enterprises.
- 72) **Tribal government** - The Tribal Council, the office of the Chairman, the Vice Chairman, Treasurer, Secretary and all offices and departments that report directly to the Tribal Administrator, governmental authorities, commissions, and all boards, instrumentalities, and other entities established by the Tribal Council.
- 73) **Tribal management** -The Chairman, Vice-Chairman, Treasurer (when required or necessary), Secretary (when required or necessary), the Tribal Council (when applicable), and the Tribal Administrator.
- 74) **Tribal member** - Enrolled member of the Caddo Nation.
- 75) **Tribe or Tribal** - Caddo Nation of Oklahoma.
- 76) **Vendor** - Business or company which provides supplies, materials, or services; may also be known as a supplier.
- 77) **Vendor number** - Number assigned by Finance to vendors which is used for tracking purposes.

## General

- 1) The purpose of the Caddo Nation Property and Procurement Policies is to establish methods and standards for purchasing.
  - a) These policies and procedures apply specifically to all contracts for the procurement of goods and/or services entered into by the Tribe upon the effective date of these policies and procedures, as indicated on the cover page of this document.
    - i) These policies and procedures shall not prevent the Tribe from complying with the terms and conditions of any grant or contract that are otherwise consistent with law and entered into prior to the effective date of these policies and procedures.
    - ii) If any clause, sentence, paragraph, section, or part of these policies and procedures shall, for any reason be adjudicated by any court of competent jurisdiction, to be invalid or unconstitutional, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which the judgment shall be rendered.
  - b) Any proposed changes to these policies and procedures should be submitted to the Tribal Council at least thirty (30) days prior to proposed implementation.
    - i) The Procurement Director will be responsible for submitting proposed changes to the Chairman or other designed officer of the Tribe.
    - ii) The Procurement Director, Chairman, Finance Director, and/or any other persons designated by the Chairman, will review and approve proposed changes, as appropriate.
    - iii) If approved by the foregoing, revised policies and procedures will be adopted formally by vote of the Tribal Council.
  - c) Failure to comply with these policies and procedures may result in disciplinary action up to and including termination.
- 2) The Procurement Policies and Procedures are intended to:
  - a) Establish standards for the procurement, solicitation, award, and administration of contracts for goods and/or services;
  - b) Instill and ensure confidence in the quality and integrity of the procurement process of the Tribe;

- c) Ensure fair and equitable treatment for all persons who seek to provide goods and services to the Tribe and Tribal entities; and
  - d) Maximize the purchasing value of Tribal and federal funds and procurement.
- 3) Each associate shall be responsible for reading, understanding and abiding by the policies and procedures contained herein.
- 4) In accordance with 2 C.F.R. § 200.317 the Tribe shall follow the same procurement policies and procedures for all procurements regardless of funding source. In addition the Tribe shall comply with the following:
- a) 2 C.F.R. § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
  - b) 2 C.F.R. § 200.322 Domestic preference for procurements
  - c) 2 C.F.R. § 200.322 Procurement of recovered materials
  - d) 2 C.F.R. § 200.327 Contract provisions
- 5) Tribal subdivisions and enterprises may adopt these Property and Procurement Policies for use by the entity, and involving procurement with the use of funding not provided by the Tribe. Tribal entities who adopt these policies will need to adapt the terms used herein for procurement decisions and procedures by the management of the entity. Tribal entities who adopt these policies should approve conflict of interest policies and codes of conduct applicable to the entity; in the absence of such policies and codes, those set forth herein shall be applicable.

## Conflict of Interest (COI)

- 1) No officer, director, associate, staff member, agents, or other personnel of the Tribe or Tribal entity, as applicable, shall participate directly or indirectly in the selection or in an award or administration of any contract if a conflict, real or apparent is involved.
  - a) Such a conflict arises when any of the following has a financial or other interest in the vendor selection for award:
    - i) An employee, officer or agent; or
    - ii) Any member of his/her immediate family;
    - iii) Personal relationships;
    - iv) His or her partner; or
    - v) An organization which employs, is negotiating to employ; or
    - vi) Has an arrangement concerning prospective employment of any of the above.

## Code of Conduct

- 1) All officers, directors, associates, staff members, agents, or other personnel of the Tribe or Tribal entity, as applicable, shall maintain a standard code of conduct so to not place themselves in an obligatory position toward suppliers or contractors.
  - a) They shall not solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors.
  - b) Neither shall any contractor or potential contractor be allowed to offer the same.
    - i) If they should attempt to do so unknowingly, then the Tribal associate(s) shall inform them immediately of this policy.
  - c) Unsolicited gifts or meals of nominal value (generally \$50 or less) may be accepted on an infrequent or intermittent basis, and so long as the intent of the gifts or meals is not for the purpose of influencing the procurement process.
    - i) Examples may include promotional gifts provided during attendance at a training, workshop, conference, or other similar events.
    - ii) If an associate should question whether a gift is unsolicited and of nominal value, they should immediately contact their supervisor/manager for clarification before accepting a gift.
    - iii) Under limited circumstances exceptions may be made to this standard; all exceptions shall require documented approval by a supervisor or an approval by the Chairman or the Tribal Council.

- 2) In the event that any Tribal employee or agent violates this code, such person is subject to termination of employment by duly authorized action as set forth in the Personnel Policies and Procedures for the Tribe.
- 3) In the event that any Tribal officer violates this code of conduct, such person is subject to action as provided for in the Constitution and By-Laws of the Tribe and under Tribal laws.
- 4) In the event a contractor violates this policy by providing items of monetary value to a Tribal representative, such action shall be grounds for vendor/contract/licensing termination.
- 5) It is the Tribal Council's responsibility to admonish, or cause to be admonished, any of the foregoing individuals whom it may appear may not be maintaining a proper code of conduct.

# Purchasing Responsibilities

## *General*

- 1) Purchasing of goods and services will be assigned to associates skilled in negotiating, value analysis, and other purchasing techniques to ensure a balance in cost, delivery, and quality in every area of the operation.
- 2) The responsibilities, authorities, and controls set forth in this policy, and related policies, must be adhered to by all Tribal associates as follows:
  - a) Only those associates to whom authority has been specifically delegated in writing by the Tribal Council or Tribal Administrator are authorized to purchase materials, equipment, supplies, or services for the Tribe.
  - b) All negotiations are to be handled by the appropriate Purchasing Associates within their delegated authority.

## *Purchasing Records*

- 1) Purchasing records shall be maintained sufficient to detail the significant history of procurement.
- 2) Purchasing records shall include, but are not limited to, information pertinent to the following:
  - a) Rationale of the method of procurement;
  - b) Selection of contract type;
  - c) Contractor selection or rejection; and/or
  - d) Basis for the cost or price.
- 3) All documents received in response to a solicitation become the exclusive property of the Tribe.
  - a) At the time of contract award, all documents shall become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are trade secrets, and which are marked with the following denotation:
    - i) Trade Secret
    - ii) Confidential
    - iii) Proprietary

- b) The Tribe shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, including, with limitation, those so marked if disclosure is deemed required by law or by an order of a court.
  - c) Documents that indiscriminately identify all or most of the documents as exempt from disclosure without justification may be found technically unacceptable.
- 4) All records shall be maintained as outlined in the Tribe's Record Retention Policies.

## Vendor Registration

- 1) Vendors must be entered into the Procurement System in order for a payment to be made to the vendor.
- 2) To add a new vendor to the Procurement System, the following procedures shall apply:
  - a) The Tribal Administrator or other designated officer must provide a quote or invoice to the Procurement Office.
  - b) The quote or invoice must include the following information:
    - i) Company/vendor name;
    - ii) Company/vendor address;
    - iii) Company/vendor phone; and
    - iv) A copy of a completed W-9 by the vendor.

## Preferred Vendors

- 1) The Tribe will, to the greatest extent feasible, use small business and minority-owned business sources of supplies and services.
- 2) Whenever possible, bids/quotes will be solicited by small businesses and minority-owned businesses to promote opportunity to compete.

## *Native American Preference*

- 1) The Tribe will, to the greatest extent feasible, provide preferential treatment for Tribal members, Native Americans, and enterprises which are owned and controlled by Tribal members and/or Native Americans in order to:
  - a) Provide procurement opportunities for Tribal members and Native Americans;
  - b) Promote sound and productive free enterprise;
  - c) Provide maximum contracting and subcontracting opportunities for enterprises which are owned and/or operated by Tribal members and/or Native Americans; and
  - d) Provide quality goods and services to the Tribe that are fair, reasonable, and cost effective.
- 2) Procurement procedures will be consistent with the Native American preference policy as set forth herein.

- 3) The Procurement Office will maintain a list of qualified Native American businesses.
- 4) The Tribe shall require a statement from all contractors that the contractor will provide Native American preference in subcontracting, training, and employment to the greatest extent feasible.
- 5) The Tribe has the discretion to select a non-Native American vendor/contractor based on past performance, insufficient information provided in the bid process, etc.

### *Minority and Women Owned Business Preference (2 C.F.R. § 200.321)*

- 1) When possible, the Tribe should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.
  - a) Such consideration means:
    - i) These business types are included on solicitation lists;
    - ii) These business types are solicited whenever they are deemed eligible as potential sources;
    - iii) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
    - iv) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
    - v) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - vi) Requiring a contractor under a Federal award to apply this section to subcontracts.

### *Domestic Preference*

- 1) The Tribe should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included and/or applied in all subawards, contracts, and purchase orders under Federal awards.
  - a) For purposes of this section:
    - i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- iii) For infrastructure projects the Tribe must implement the Buy America preferences set forth in 2 C.F.R. Part 184.

### *Procurement of Recovered Materials*

- 1) The Tribe should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

# Purchasing

## *General*

- 1) Purchases for the Tribe will be applied to the department budget from which the purchase request originates, unless otherwise approved.
- 2) The following factors will be considered in purchases on behalf of the Tribe:
  - a) Price
  - b) Quality
  - c) Value
- 3) Fair and open competition
  - a) All procurement transactions under a Federal award must be conducted in a manner that provides full and open competition.
  - b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
  - c) Examples of situations that may restrict competition include, but are not limited to:
    - i) Placing unreasonable requirements on firms for them to qualify to do business;
    - ii) Requiring unnecessary experience and excessive bonding;
    - iii) Noncompetitive pricing practices between firms or between affiliated companies;
    - iv) Noncompetitive contracts to consultants that are on retainer contracts;
    - v) Organizational conflicts of interest;
    - vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
    - vii) Any arbitrary action in the procurement process.
  - d) In order to provide efficient and uniform procurement processes, the Tribe's government and the Tribe's entities, in coordination with the Tribal attorneys, are authorized to design, implement, modify, enhance, retire, or replace forms for bidding, contracts, and other procurement-related forms for use by their respective entity(ies).

- 4) The Tribe will not hire, contract with, or otherwise do business either directly or indirectly with contractors or individuals who have been debarred, suspended, or subjected to a Limited Denial of Participation (LPD) by the U.S. Government.
  - a) The Procurement Office will be responsible for reviewing the Debarment List in comparison to the contract file before entering into any agreement.
  - b) The Procurement Office will adhere to the following standards for purchases, as applicable:
    - i) Review purchase requests to avoid purchasing unnecessary or duplicative items;
    - ii) Review lease versus purchase alternatives to determine which is most practical and economical.
- 5) Procurement made with federal grant funds must be allowable under applicable regulations and laws, and/or be allowable under the requirements of the award:
  - a) Example - food purchases would not be allowed with grant funds unless allowed within the award requirements or with prior written authorization from the awarding agency.

### *Purchasing Authorizations*

- 1) Purchase requests shall be authorized as described below regardless of purchasing category or method used.

Category	Purchase Amount	Approval Required by: <b>Department Head or Program Director</b>	Approval Required by: <b>Administration</b>	Approval Required by: <b>Tribal Council Action</b>	Bids/Quotes Requirements
Micro Purchases Under \$1,000	\$0.01 - \$1,000	Yes	Yes	Not Required	No additional quotes required
Micro Purchases Up to \$10,000	\$1,001 - \$10,000	Yes	Yes	Not Required	2-3 written quotes attached
Simplified Acquisitions Up to \$50,000	\$10,001 to \$50,000	Yes	Yes	Not Required	2-3 written quotes attached

Simplified Acquisitions of \$50,000 to \$100,000	\$50,001 - \$100,000	Yes	Yes	Not Required	Formal Procurement (unless by quotes as approved by Finance Director)
Simplified Acquisitions over \$100,000	\$100,001 - \$250,000	Yes	Yes	Yes	Formal Procurement (unless by quotes as approved by Finance Director)
Acquisitions Over \$250,000	\$250,001 and over	Yes	Yes	Yes	Formal Procurement

*Note: Chairman of the Caddo Nation is the signatory authority on all contracts (unless authority is otherwise delegated).*

### *Purchasing Methods*

- 1) Purchasing methods will be determined by the estimated amount of the purchase and the available vendors.
  - a) Purchase requirements must not be artificially divided in order to constitute a micro or small purchase.
  - b) The purchasing methods outlined herein are the primary methods utilized by the Tribe; however, with the approval of the grant agency, other procurement methods may be utilized.
    - i) Purchasing methods will be categorized as follows:
      - (1) Micro-purchases
      - (2) Simplified acquisitions
      - (3) Formal procurement
        - (a) Sealed bids
        - (b) Proposals
      - (4) Non-competitive purchases

### *Micro Purchases*

- 1) Micro-purchase is an acceptable method of procurement for any purchase not exceeding Ten Thousand Dollars (\$10,000), with the specific threshold level to be determined by the Finance Director. The Finance Director is responsible for

determining an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but not exceed the threshold established by the Federal Government. Purchases of less than \$2,000 for construction acquisitions subject to the Federal Davis-Bacon Act may be considered Micro Purchases.

- 2) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold. To the extent practicable, an associate should distribute micro purchases equitably among qualified suppliers.
- 3) Micro-purchases may be awarded without competitive solicitation or quotes if associates consider the price reasonable. An associate must have research, experience, purchase history, or other information to support its conclusion that the price is reasonable. An associate is not required to establish a cost/price analysis price for micro-purchase procurements.
- 4) Micro-purchases must be reasonable in price and may not be artificially divided to circumvent procurement requirements.
- 5) **Purchase cards** are the preferred method of payment for micro-purchases of goods and services.
- 6) All documented policies and procedures established by the Finance Department governing the use of Purchase Cards must be adhered to. These must include the handling of receipts, both paper and digital, to support micro-purchases with a purchase card.

## Simplified Acquisitions

- 1) Simplified acquisition is an acceptable method for any procurement not exceeding Two Hundred Fifty Thousand Dollars (\$250,000.00). The Finance Director is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but not exceed the threshold established by the Federal government.
- 2) In order to utilize simplified acquisitions, an associate must solicit written quotes from at least three sources.
  - a) A quote must contain:
    - i) a date stamp;
    - ii) the name and contact information of the respondent;
    - iii) a statement that the offeror is authorized to give a quote; and
    - iv) a signature.
  - b) A quote may be submitted via email and an electronic signature is acceptable.

- c) An associate utilizing the simplified acquisitions method must submit the following documents to the Procurement Department prior to the award of the contract or purchase order:
  - i) copies of the three quotes he/she received;
  - ii) an IRS Form W-9;
  - iii) a signed suspension and debarment form.

In the event that only two quotes are received, an associate should document that a third was not received. In the event only one quote is received, an associate should document that fact, and the procedures for non-competitive procurement may be considered.

## Formal Procurement

Formal procurement methods are required when the value of the procurement transaction award exceeds the simplified acquisition threshold of the recipient under the circumstances.

### *Invitation for Sealed Bid*

- 1) This is a procurement method in which bids are publicly solicited through an invitation to bid and an award is issued to the responsible offeror.
- 2) This method may be utilized for the procurement of all goods, and is the preferred method for Construction projects. For sealed bids a complete, adequate, and realistic specification or purchase description should be available.
- 3) Invitation for Bids.
  - a) To utilize Seal Bidding, associates shall issue an invitation for bid clearly defining the items or services with specific detail, including the required specifications to enable bidders to respond appropriately, the selection process, and all submission requirements, including, where applicable deadlines, priority status, project scope, duration, minimum qualifications, mandatory service standards, and any required warranties.
  - b) The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided whenever possible.
  - c) When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may

be used to provide procurement requirements. The specific features of the named brand must be clearly stated.

- 4) Public Notice.
  - a) Associates shall give public notice of the invitation for bid lasting for a minimum of seven (7) business days.
  - b) Public notice shall be made via publication in a manner that provides notice to the general public.
- 5) Bid Acceptance. Associates shall ensure bids are unconditionally accepted without alteration or correction. Prior to the date and time set for the bid opening, offerors may correct, modify, or withdraw a bid by providing the associates a written notice of the correction, modification, or withdrawal according to the procedure identified in the solicitation.
  - a) After the start of a bid opening, offerors shall not correct or modify their bid in a manner prejudicial to fair competition or the interest of the Tribe.
  - b) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with established procedures.
- 6) Bid Opening. Bids shall be opened at the time and place prescribed in the Invitation for bid.
- 7) Bid Evaluation. Associates shall evaluate a bid solely on the requirements and criteria set forth in the Invitation for bids. When specified in the invitation for bid, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the Associates decides they are a valid factor based on prior experience.
- 8) Award.
  - a) The Tribe shall issue, proper documentation, notifying the offeror of the award of the procurement.
  - b) In the event all responsible offerors exceed the established cost/price analysis, the associates may negotiate and enter into a contract with the lowest responsible offeror if:
    - i) the price of the lowest responsible offeror does not exceed the cost/price analysis by more than ten percent (10%); and
    - ii) the negotiations result in a price reduction or of scope of work, which may include changes in the bid requirements, in order to bring the bid price within the cost/price analysis.

- c) When all bids come in under cost/price analysis, associates do not have to select the responsible offeror with the lowest price if there is a valid reason.
- d) Associates must fully document the reasons for selecting a bid other than the one with the lowest price.
- e) Associates must document and justify all bids they reject.

### *Requests for Proposals (RFPs)*

- 1) This procurement method is used for qualification-based procurement of services, including construction, whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation, and is subject to the cost/price analysis. It is used for when conditions are not appropriate for using sealed bids.
- 2) Request for Proposals. Associates shall issue a request for proposals, which shall include a scope of work, all key contractual terms and conditions, and set forth the criteria to be used in evaluation of proposal submissions from responsive offerors.
- 3) Establishment of Evaluation Factors. Prior to issuing an RFP, associates shall:
  - a) prepare the factors by which it will evaluate proposals;
  - b) prepare the standards by which the associates will determine acceptability of quality, workmanship, delivery, and suitability for a particular purpose of the final work product;
  - c) specify in writing a scoring system specific to the standards established in the RFP for rating each submitted proposal; and
  - d) Include all abovementioned factors, standards, and scoring system in the RFP.
- 4) Only factors or criteria established in the RFP shall be used in the evaluation.
- 5) Public Notice.
  - a) Requests for proposals require public notice that identifies evaluation factors and their relative importance. Adequate public notice of the RFP shall be given at a minimum in the same manner as provided in sealed bidding, public notice.
- 6) Opening of Proposals.
  - a) Proposals shall be opened at the time and place prescribed in the RFP and in a manner that avoids disclosure of contents to competing offerors during the process of evaluation and any necessary negotiation.

7) Required Forms.

- a) All proposals submitted shall include an IRS Form W-9 and a signed Suspension and Debarment form. The absence of this form during in the proposal will automatically disqualify a proposal.

8) Evaluation.

- a) The Tribe shall maintain written procedures for conducting technical evaluations and making selections.

9) Award.

- a) The Tribe shall issue, proper documentation, notifying the responsible offeror of the award of the procurement.
- b) In the event all responsible offerors exceed the established cost/price analysis, the Associates may negotiate and enter into a contract with the lowest responsible offeror if:
  - i) the negotiations result in a price reduction or a reduced scope of work, which may include changes in the proposal requirements in order to bring the proposal price within the cost/price analysis.
  - ii) As provided in the RFP associates may conduct discussions with responsible offerors who submit proposals for the purpose of clarification of any issues in the proposal to assure full understanding of, and responsiveness to, the solicitation requirements.

### *Requests for Qualifications (RFQs)*

- a) The request for qualifications (RFQ) process will be utilized with the following conditions:
  - i) Services are not as well-defined and depend on a bidder's ability to identify and appropriately address problems or issues.
  - ii) This method typically is used for selection of professional services to include, but not limited to accountants, auditors, architects, consultants, physicians, engineers, legal counsel, surveyors, and similar types of professional services.
  - iii) The RFQ process requires evaluation of the bidders' proposed costs and understanding of the contract performance requirements in accordance with established evaluation criteria and does not require award to the lowest bidder.
  - iv) Professional services contracts that exceed the small purchase threshold are acquisitions that are based on the procuring entity or department's evaluation of the necessary qualifications and/or specialized knowledge for a particular project.

- v) Acquisitions through RFQs may, but are not required to be, obtained through the use of the formal bid process.
- vi) Acquisitions through RFQs must be documented by a written contract that reflects the negotiation of fair and reasonable rates for such services and must be approved by the associate with appropriate authorized signatures.
- vii) Notification of the RFQ process must be provided to the Tribal Council for contracts within its approval authority.

## Excepted Procurement

- 1) Certain purchases made by the Tribe are designated as excepted procurements because they are achieved through an authorized alternate source of supply.
  - a) The decision to use excepted sources will be at the discretion of the Tribal administration and exercised in accordance with the best interests of the Tribe.
- 2) Excepted procurements may include, but are not limited to the following:
  - a) Government-to-government acquisitions of goods, services, and construction to include purchases between or among the Tribe and/or its Tribal entities.
  - b) Federal schedule contracting from the General Services Administration.
  - c) Travel using negotiated federal or Tribal travel rates.
  - d) Procurements by the Tribe or a Tribal entity that are controlled by existing insurance, warranty, or other contractual obligations.

## Noncompetitive Procurement

- 1) There are specific circumstances when a noncompetitive procurement method may be utilized. The noncompetitive procurement method may only be used if one of the following circumstances apply:
  - a) The aggregate amount of the procurement does not exceed the micro-purchase threshold;
  - b) The procurement transaction can only be fulfilled by a single source (see “Single Source Procurement Guidance” below);
  - c) The procurement transaction can only be fulfilled by a single source;
  - d) A public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

- e) Where applicable, the Tribe or Tribal subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
  - f) After soliciting several sources, competition is determined inadequate.
  - g) An emergency procurement shall be limited to only the goods or services necessary to fulfill the immediate need created by the emergency.
- 2) Non-competitive procurement may not be used as a matter of convenience, and bad planning does not constitute an emergency.

### *Single Source Procurement Guidance*

- 1) Single source procurement may be utilized, including for Tribal enterprises, government-to-government transactions, utilities, and other circumstances where competition is not practicable or not in the Tribe's best interest. When utilizing a Tribal enterprise, the procurement file shall include documentation of the business justification and price reasonableness, unless otherwise prohibited by funding source requirements.
- 2) On occasion, goods or services may only be available from a sole source.
- a) The procurement department or procuring entity must provide written justification as to the reason why only one (1) supplier is acceptable and sole source procurement is necessary.
  - b) A contract amendment or change order that is not within the scope of the original contract may be considered sole source procurement.
- 3) Single source procurement may be used when the award of the contract is not feasible under small purchase procedures, sealed bids, or competitive proposals and at least one (1) of the following circumstances apply:
- a) The item or service is available from only one qualified (1) supplier, to include but not limited to the following:
    - i) The compatibility of equipment, accessories, or replacement parts is the paramount consideration;
    - ii) The sole supplier's item is needed for trial use or testing;
    - iii) Procurement of a sole supplier item is for resale; or
    - iv) The service being purchased is a public service.
    - v) If federally funded, the federal funding agency authorizes noncompetitive negotiations.

- vi) After solicitation of a number of sources, competition or economic benefit or ability to deliver the services or goods in the Tribe's remote area is deemed inadequate or uncertain.
- 4) Sole source procurement may be used to obtain professional services.
- a) Where the Tribe has not identified any professional to render services, it should consider issuing RFPs or RFQs, so as to ensure that it has adequate information concerning the professional and the professional's ability to render the services required by the Tribe, as well as to ensure that the professional's proposed costs are reasonable for the services to be obtained.
  - b) Single source procurement is appropriate when the Tribe desires to obtain the services of a professional who has unique or specialized expertise or experience with respect to the Tribe or the services to be procured.

## Cooperative Purchasing Agreements

- 1) The Tribe may enter into state, regional, and local intergovernmental agreements to purchase or use common goods and/or services.
- a) The intergovernmental agreement must stipulate who is authorized to purchase on behalf of the participating parties and specify the following:
    - i) inspection
    - ii) acceptance
    - iii) termination
    - iv) payment
    - v) other relevant terms and conditions
  - b) The cooperative purchasing agreement should specify which procurement method the parties have agreed to use in purchasing goods and/or services cooperatively; the parties' chosen method of procurement must be in conformity with applicable law.
  - c) The Tribe encourages the use of federal or state excess and surplus property as an alternative to purchasing new equipment and property whenever such use is economically feasible and reduces expense.

# Bidder Responsibility and Evaluation

## *General*

- 1) Procurements shall be conducted only with suppliers deemed to be responsible.
- 2) A responsible bidder is one who meets the following standards:
  - a) Maintains a professional standard of conduct with all Tribal associates interacting with the bidder at all times prior to, during, and after solicitations, evaluation, award, and performance of projects.
  - b) Maintains adequate financial and/or technical resources, or the ability to obtain such resources, as required during the performance of the contract.
  - c) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - d) Maintains a satisfactory record of performance.
    - i) Bidders who are, or have been, seriously deficient in current or past contractual performance, when the number of contracts and the extent of deficiency of each are considered, may be considered to be non-responsible bidders.
    - ii) Bidders who have documented records of past unsatisfactory performance will typically be considered to be non-responsible.
    - iii) Bidders who have committed serious breaches of contract or had legal actions or lawsuits filed against them may be considered to be non-responsible.
  - e) Has no principals who have criminal convictions for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or ethical violations.
  - f) Has not been found to participate in bid rigging or collusion.
  - g) Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
  - h) Has the necessary production, construction, experience, operational controls, and technical skills, or the ability to obtain them.
  - i) Is in compliance with federal and state taxes and has no outstanding judgments with the federal or state governments.
- 3) A responsible bidder for any construction project under \$50,000 is one (1) who has the necessary organization, experience, operational controls, technical skills, licenses, and certifications and the necessary production, construction, and technical equipment and facilities to self-perform at least fifty percent (50%) of the work.

## *Responsibility Evaluation*

- 1) Evaluation of the responsibility of prospective bidders may be made based upon the following sources.
  - a) A list from the federal, state, or tribal governments of debarred, suspended, or ineligible firms or individuals.
  - b) Review of the prospective bidder's:
    - i) Response(s) to solicitations;
    - ii) Replies to questionnaires; and
    - iii) Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial history of the bidder and affiliated concerns.
  - c) Information outlined in the invitation requirements, including:
    - i) Current and past production records;
    - ii) List of tools, equipment, and facilities; and
    - iii) Written statements or commitments concerning financial assistance and subcontracting arrangements.
  - d) Publications to include, but not limited to the following:
    - i) Credit ratings;
    - ii) Trade and financial journals;
    - iii) Business directories and registers; and
    - iv) Suitability for licensure.
  - e) References such as suppliers, subcontractors, customers of the prospective bidder, banks and financial institutions, commercial credit agencies, other government agencies, purchasing and trade associations, and Better Business Bureaus/Chamber of Commerce.

## *Bidder Debarment or Suspension*

- 1) After reasonable notice to a bidder is provided and reasonable opportunity for the bidder to be heard, the Chairman or the Tribal Administrator or the Finance Director is authorized to debar or suspend a bidder for cause from consideration for the award of contract(s).
  - a) Debarment shall be for a period not less than one (1) year and not to exceed three (3) years.

- b) Suspension shall be for a period of up to three (3) months or until the issue of probable cause is resolved by a final determination of the Tribe.
- 2) Reasons for debarment of a bidder may include, but are not limited to the following:
- a) Conviction of a bidder or any of its principals for the commission of a criminal offense in attempt to obtain a public or private contractor, subcontract, or in performance of such contract or subcontract.
  - b) Conviction of a bidder or any of its principals under tribal, state, or federal statutes for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity.
  - c) Conviction of federal antitrust activity, bid rigging, or bid collusion arising out of submission of responses to solicitation.
  - d) Serious breach of contract obligations in which the bidder defaults on contract performances, is seriously late in contract performance, engages in fraudulent conduct, or fails to fulfill any material provisions in the contracts awarded by the Tribe.
  - e) Debarment by another tribal, federal, state, or local government entity.
  - f) Inability to hold a vendor/gaming license.
  - g) Violation of any code of ethics applicable to the bidder or any of its principals or key associates.
- 3) Reasons for suspension of a bidder may include, but are not limited to the following:
- a) Probable cause to believe that the bidder has engaged in any activity that may lead to debarment.
- 4) Any bidder who disagrees with its debarment or suspension may appeal the decision to the Tribal Council.

## *Cancellation*

- 1) All solicitations for procurement (IFB, RFP, RFQ, and other solicitations) may be cancelled before offers are due if the following conditions apply:
- a) The Tribe no longer requires the supplies, services, or construction.
  - b) The Tribe can no longer reasonably expect to fund the procurement.
  - c) The proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable.
- 2) A solicitation may be cancelled if all bids or proposals have already been received when the following conditions apply:

- a) The Tribe no longer requires the supplies, services, or construction.
  - b) Ambiguous or otherwise inadequate specifications were part of the solicitation.
  - c) The solicitation did not provide for consideration of all factors of significance to the Tribe.
  - d) Prices exceed available funds and it would not be appropriate to adjust the quantities, services, etc. to come within available funds.
  - e) There is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.
  - f) For good cause of a similar nature when it is in the best interest of the Tribe.
- 3) Anytime a solicitation is cancelled, the procurement office must proceed as follows:
- a) Reasons for cancellation shall be documented in the procurement file.
  - b) Reasons for cancellation shall be provided to any bidder solicited.
  - c) A notice of cancellation shall be sent to all bidders solicited which, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.
- 4) If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one (1) bid is received and the price is unreasonable, the Tribe shall cancel the solicitation and proceed as follows:
- a) Re-solicit using a Request for Proposal (RFP) method; or
  - b) Consider using the noncompetitive proposals method, if appropriate.
- 5) If a decision to re-bid or cancel is made, the action must be documented with a summary narrative fully explaining the decision and retained for future reference in the procurement file.

## *Negotiation*

- 1) Competitive negotiation may be utilized as follows:
  - a) Procurement of architectural/engineering professional services whereby the competitors' qualifications and vendor preferences are evaluated and the most qualified bidder is selected, subject to negotiation of fair and reasonable compensation.
    - i) The method where price is not used as a selection factor can only be used in procurement of architectural/engineering professional services.

- b) In competitive negotiation, typically, the proposals are requested from a number of suppliers and the Request for Proposal (RFP) is publicized.
  - c) Negotiations are typically conducted with more than one (1) supplier submitting an offer.
  - d) Competitive negotiations may be used if conditions are not appropriate for the use of formal advertising.
    - i) There is not a complete and accurate specification of work to be performed and bidder selection/contract award cannot be based solely on price.
- 2) If competitive negotiation is used for procurement under a federal or state grant, the following conditions apply:
- a) Proposals shall be solicited from an adequate number of qualified suppliers to permit reasonable competition consistent with the nature and requirement of the procurement.
  - b) The RFP shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
  - c) The RFP shall identify all significant evaluation factors including, price or cost where required, and their relative importance.
  - d) The Tribe shall provide technical evaluation of the proposals received, determination of responsible bidders for the purpose of written or oral discussions and selection for contract award.
  - e) Award may be made to responsible bidder(s) whose proposal will be the most advantageous to the Tribe with consideration to price and other relevant factors.
    - i) Unsuccessful bidders will be notified promptly by the Finance Director or other member of the administration.

### *Appeals and Remedies*

- 1) The Tribe will seek to resolve all procurement or contractual issues informally at the Tribal level without litigation, whenever appropriate.
  - a) The Tribe may consider the use of informal discussions between the parties by individuals who did not participate in the dispute to help resolve any differences.
- 2) Any actual or prospective individual or contractor may protest the solicitation or award of any contract for a serious violation of the principles of these policies and procedures.
  - a) Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within five (5) calendar days following contract award, or the protest will not be considered.

- b) All bid protests will be in writing and submitted to the Procurement Office.
- c) The procurement manager will submit the bid protests to the Administration, which shall designate a person to issue a written a decision on the matter.
- d) The Chairman/Tribal Administrator/Finance Director may, at his or her discretion, suspend the procurement pending solution of the protest, if warranted by the facts presented.
- e) Complaints arising out of any of the methods of providing for Native American preference will be handled in accordance with the procedures in 25 U.S.C. § 47.

# Contracts

## *General*

- 1) Contractors shall not retain a person to solicit or secure a Tribal contract for a commission, percentage, brokerage, or contingent fee, except for bona fide associates.
- 2) The Tribe and its entities shall have protest procedures to resolve disputes relating to their procurements.
- 3) Nothing contained in these policies and procedures shall be construed as a waiver by the Tribe of sovereign immunity from unconsented lawsuits or as consent by the Tribe to the bringing of any action against the Tribe, its officers, agents, employees, departments, business entities or enterprises.
  - a) In no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Tribe, unless consent to such enforcement is validly approved by the Tribal Council or otherwise as required under Tribal law.
- 4) If the procurement is funded solely from the Tribe's funds, the decision of the procuring entity shall be final and binding and not subject to any right of appeals.
- 5) A protestor adversely affected by a protest decision of a procuring entity may submit a protest to the federal agency funding the procurement in accordance with the provisions of relevant federal regulations as currently in effect as of the date of the Tribe's decision on the protest.
  - a) If an appeal to the federal funding agency is submitted, the Tribe and the protestor shall proceed in accordance with the applicable federal regulations.
- 6) The departmental and program directors, in coordination with the Tribal Administrator, will be responsible for ensuring contractor conformance with terms, conditions, and specifications of the contract and adequate and timely follow-up of all purchases.
  - a) The procuring department/entity will assist the procurement officer with ensuring conformance and notify the procurement office of any delays or issues as soon as possible.
  - b) Instances of non-conformance will be documented and retained in the procurement file, as appropriate.
- 7) For contracts funded in whole or part with federal funds, the departmental and/or program director, in coordination with Tribal Administrator or designee, will monitor contract performance to ensure:
  - a) Compliance with applicable Federal requirements;

- b) Performance expectations are being achieved;
- c) Required reports are submitted as required to the appropriate Federal agency;
- d) The appropriate Federal agency is informed of:
  - i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award.
    - (1) This disclosure will include a statement of action taken, or contemplated, and any assistance needed to resolve the situation.
  - ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- 8) Contracts shall be reviewed by the department head/program director, and signed by the Chairman, unless an alternative signer is designated.
- 9) Contracts will be reviewed by legal counsel when required.

### *Contract Types*

- 1) All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties.
- 2) A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Tribe's needs otherwise.
- 3) A time and materials contract should only be used if a written determination is made that no other contract type is suitable, and the contract includes limits or prices that the contractor exceeds at its own risk.
  - a) A department or program director, in coordination with the Tribal Administrator, will assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- 4) Options for additional quantities or performance periods may be included in contracts, provided that:
  - a) The option is contained in the solicitation.
  - b) The option is a unilateral right of the Tribe.
  - c) The contract states a limit on the additional quantities and the overall term of the contract.
  - d) The options are evaluated as part of the initial competition.
  - e) The contract states the period within which the options may be exercised.

- f) The options may be exercised only at the price specified in or reasonably determinable from the contract.
  - g) The options may be exercised only if determined to be more advantageous to the Tribe than conducting a new procurement.
- 5) The contract type that is appropriate for procurement and that promotes the best interests of the Tribe and/or the grant program involved should be used.
- a) The contract type selected must be based on sound business judgment and must be reasonable for the award.
    - i) Cost plus a percentage of the cost and percentage of construction contracts:
      - (1) Strictly prohibited in all circumstances.
    - ii) Cost plus fixed fee contracts:
      - (1) Permitted when the contractor will be reimbursed for all costs and the fixed fee is based on the estimated cost of the work negotiated before work begins.
    - iii) Firm fixed-price contracts:
      - (1) Preferred when the procurement is based on known quantities or terms and conditions that permit stable pricing.
    - iv) Cost-reimbursement contracts (or variations of):
      - (1) May only be used when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract. The following conditions must apply:
        - (a) Bidder's accounting system is adequate for determining costs applicable to the contract;
        - (b) Appropriate Tribal oversight during performance will provide reasonable assurance that efficient methods and effective cost controls are used; and
        - (c) The appropriate procuring entity determines that the lack of precision of the statement of work or the difficulty of accurately estimating costs make the use of a fixed-rate contract difficult.
- 6) Contracts must contain the following:
- a) A clause approved by the appropriate procuring entity indicating that only those direct costs determined to be reasonable and allowable will be reimbursable; and
  - b) A clause approved by the procurement office establishing a stated limitation of costs.

- 7) Other types of contracts such as blanket purchase agreements or orders, indefinite quantity contracts, incentive agreements, and multi-year contracts may be used as appropriate for the particular circumstances associated with the procurement.
- 8) The contract type selected will be documented as part of the procurement history for each purchase.

### *Specifications*

- 1) All specifications shall be drafted so as to promote overall economy competition in satisfying the Tribe's needs.
  - a) Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items.
  - b) Useful or performance specifications are preferred.
  - c) Detailed product specifications should be avoided whenever possible.
- 2) Considerations will be made for consolidating or breaking out procurements to obtain a more economical result.
  - a) For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical choice.
  - b) Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items.
  - c) Useful or performance specifications are preferred.
  - d) Detailed product specifications should be avoided whenever possible.
- 3) The following specification limitations shall be avoided:
  - a) Geographic restrictions not mandated or encouraged by applicable federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available).
  - b) Brand name specification (unless a written determination is made only the identified item will satisfy the Tribe's needs).
  - c) 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).

### *Provisions and Clauses*

- 1) Any contract funded by Tribal funds must include any clauses required by Tribal law, policies and procedures, or by the legal department, in consultation with the procuring entity or department, to protect the best interests of the Tribe.

- 2) Contracts funded in whole or part with federal funds ordinarily must contain the following provisions:
  - a) Allowance for administrative, contractual, or legal remedies for instances when contractors violate or breach contract terms, and provide for sanctions and penalties, as appropriate.
  - b) All contracts for more than \$10,000 should contain provisions for termination by the Tribe to include the manner by which it will be effected and the basis for settlement of outstanding costs.
    - i) A description of conditions for termination.
      - (1) Both default and those circumstances beyond the control of the contractor.
  - c) Applicable provisions described in Appendix II to 2 C.F.R. Part 200.
  - d) In all contracts for construction or facility improvement awarded over \$100,000, the grantee must observe bonding requirements provided in 25 C.F.R. Part 276.4, as applicable.
  - e) All construction contracts awarded, to include contractors and sub-grantees, over \$10,000 should include requirements for compliance with Business Order 11246, "Equal Employment Opportunity", as amended by Labor Regulations in 41 C.F.R. Part 87, as applicable.
    - i) Such regulations will only apply after the Native American preference requirements are met.
  - f) Any clauses required by federal statutes, Business orders, and their implementing regulations, as provided in 24 C.F.R. § 85.36(i).
    - i) The insertion of the required clause may be tailored to the circumstances of procurement.
- 3) All negotiated contracts in excess of \$10,000 funded in part or wholly by federal funds must include provisions that the Tribe, the funding agency, the Comptroller General of the United States, or any of their duly authorized representatives will be allowed access to books, documents, records, and papers of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.
- 4) All contracts with a principal purpose to create, develop, or improve products, processes, or methods, or for exploration into fields that directly concern public health, safety or welfare, or constraints in the field of science or technology with little significant experience outside of work funded by federal assistance should contain of the following:

- a) Notice of matters regarding rights to inventions and materials generated under the contract are subject to regulations issued by the funding agency.
- 5) All of the contract provisions at 25 C.F.R. § 900.47 through 25 C.F.R. § 900.50 should be included in all contracts, where applicable.
- 6) The following contract provisions are recommended for all contracts:
- a) When the solicitation involves construction work, the contractor must notify the Tribe, if a discovery of historic archeological or funerary objects is made.
  - b) A penalty clause should be included in all construction contracts that establish the daily monetary penalty for those jobs that exceed the allocated completion days.
  - c) An emergency clause should be included in all construction contracts that establish the daily monetary penalty for those jobs that exceed the allocated completion days.
  - d) All contracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
    - i) This act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in construction, completion or repair of public work, to give up any part of the completion to which he is otherwise entitled.
      - (a) Any suspected violations are to be reported to the funding agency.
      - (b) Compliance with the Davis-Bacon Act (40 U.S.C. § 27), as appropriate.
    - ii) Under this act, contractors are required to pay wages to laborers and mechanics at a rate not less than minimum wage specified in the wage determination made by the Secretary of labor. Wages are to be paid at least once per week.
      - (a) Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. Parts 327-330).
    - iii) This act provides for:
      - (a) Payment of all hours worked in excess of eight (8) hours a day or forty (40) hours a week.
      - (b) No laborer or mechanic shall be required to work in conditions which are unsanitary, hazardous, or dangerous to their health and safety.
        - (i) Compliance with federal requirements of the Clean Air Act of 1970 (42 U.S.C. § 1251 et seq.) and Environmental Protection Agency regulations (40 C.F.R. Part 15).

- (ii) Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 6) Construction contracts of sufficient size to offer reasonable opportunities for cost reduction may include value engineering clauses.

### *Bonding Requirements*

- 1) For construction or facility improvement contracts or subcontracts exceeding the \$50,000, minimum bonding requirements should be considered, depending on the form of contract used and applicable requirements of law, including:
  - a) A bid guarantee from each bidder equivalent to five percent of the bid price.
    - i) The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
  - b) A performance bond on the part of the contractor for 100 percent of the contract price.
    - i) A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - c) A payment bond on the part of the contractor for 100 percent of the contract price.
    - i) A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### *Associates Acting as Contractors*

- 1) Tribal associates cannot be paid as contract laborers due to Federal Department of Labor laws.
- 2) Any Tribal employee that desires to perform the functions of a contractor must contact their immediate supervisor.
  - a) The supervisor will schedule a meeting with the Administration.
    - i) The Administration will evaluate the request and make a determination whether to submit to the Tribal Council for final approval.

# Procurement System Processing

## *General*

- 1) All purchases and approved reimbursements will be processed through the procurement process (which may be electronic) to ensure appropriate authorization, approval, receipt, and payment, unless otherwise approved.
  - a) Purchases and approved reimbursements processed through the procurement system will be used to ensure the procurement process is followed.
  - b) Proposed reimbursements that are not approved through the procurement system will not be granted by the Tribe, unless otherwise approved by the Administration.
- 2) A flowchart of the purchase requisition form process is included in Appendix A.

## *Purchase Requisition Form*

- 1) Once required quotes or bids have been properly obtained, if applicable, the requesting department will submit the quotes or bids, or sufficient documentation including justification of purchase along with the completed purchase requisition form for review and/or approval, as shown in Appendix A.
  - a) All requests for purchase require documentation and justification must estimate the expense for the desired purchase, document it on the requisition form, and submit for review and/or approval.
- 2) The authorized departmental purchaser must complete the appropriate purchase requisition form for purchase approval on all purchases excluding those purchases the authorized by Administration to pay. Non-purchasing requisition request for purchasing or costs must be paid with authorization by Administration by a purchase voucher with documentation and justification.
- 3) For the normal purchase of goods or services, the requestor must complete the purchase requisition form.
  - a) The requestor must complete the following information on the purchase requisition form:
    - i) Date Requested
    - ii) Requested By
    - iii) Amount
    - iv) Account number

- v) Fund/Department Code
  - vi) General Ledger number
  - vii) Description of Item
  - viii) Amount
  - ix) Quantity-{Estimated-amount}
  - x) Payee/vendor
  - xi) Address
  - xii) Telephone and fax (if applicable and available)
  - xiii) Justification
- b) Once submitted, the purchase requisition form will be routed for review and approval as appropriate:
- i) Department/program director (determined by department selection on the requisition form)
  - ii) Administration (all purchases, as required)
  - iii) Tribal Council approval (if required)
- 4) For emergency purchases, the requestor must proceed as outlined in the "Emergency Procurement" section.
- 5) Each of the designated reviewers may "approve" or "deny" the purchase requisition form, as appropriate.
- a) The reviewer may not modify the form.
    - i) If the reviewer denies the purchase, the reviewer shall provide comments whenever possible to explain the reason for denial.
    - ii) If a purchase requisition form is denied, it will be routed back to the Requestor.
- 6) To resubmit the request, the requestor must complete a new purchase requisition form.
- a) The requestor may not modify the previously submitted purchase requisition form.

## *Order Placement and Receipt*

### Placing Orders

- 1) Orders, once approved by a authorized purchase order (PO), will be placed by the requesting department, as appropriate and as provided on the approved purchase order and the quotes/bids, if applicable.

- a) Orders will be placed via phone, fax, email or mail as appropriate.
  - b) The department will select the appropriate vendor to place the order based on bid/quote review and/or contract award, as authorized by Administration.
  - c) Some supplies/material may be retained on-site and the department will evaluate requisitions prior to purchasing items to determine if items need to be ordered or can be pulled from inventory. Administration will assess over purchasing and unnecessary purchasing by disapproval of purchasing requests.
- 2) Once the item(s) or services are ordered, the vendor and date ordered will be provided on the purchase invoicing.
- a) The date will be the date processed/ordered.
  - b) The purchase order/payment package will include:
    - i) Approved requisition
    - ii) Supporting documents
    - iii) Ordering documents
    - iv) New vendor information(if applicable)

## Order Receipt

- 1) Timely and accurate receiving procedures are essential for assurance that goods and services paid for are actually received. A receiving report and invoice must be submitted for payment.
- a) Receiving associates/departments signing to acknowledge receipt of goods and/or services must be aware they are authorizing the expenditure of funds.
    - i) Receiving associates are those associates authorized to receive goods and/or services on behalf of the Tribe.
  - b) Under no circumstances should associates sign for goods and/or services unless they have actually seen the goods or services and verified all relevant data which may include, but is not limited to the following, as applicable:
    - i) Item number
    - ii) Part number
    - iii) Description
    - iv) Quantity
    - v) Quality

- c) Requesting department will be responsible for matching all relevant data on packages/packing slips to the authorized purchase order.
  - i) If all items are not received and back orders will not be accepted, adjustments must be made to the purchase requisition to ensure appropriate payment.
  - ii) The purchase order must remain open and partial payment can be made, but if items are not received in a timely manner, purchase order must be closed, and items reordered.
- 2) Once orders for goods are received and verified, requesting department will be responsible for the following:
  - a) Scan the invoice and/or packing slip.
  - b) Complete a receiving report and sign.
  - c) Indicate whether the order is complete and either keep PO open or request closing of PO if all purchases have been received in request quantity and quality.
  - d) Submit the above to the Finance Director with supporting documentation to be sent for payment from financial services.
  - e) No unsolicited or unrequested items will be accepted or authorized for payment by Administration.

### Exchange/Return of Goods/Services

- 1) A department that discovers an item that needs to be returned to a vendor for any reason must adhere to the process that follows:
  - a) When practicable, the requesting department will return the item to the vendor.
  - b) A credit memo will be received from the vendor for the value of the returned good or a credit check will be requested and deposited to the requesting departments funds.
  - c) The memo will be returned to the Finance Director for credit to the appropriate department budget, or a request for credit check must be acknowledged by the requesting department to Administration to ensure that all credits are refunded to the proper funds.
- 2) Goods may only be exchanged when they are damaged, and the exchange will result in the acquisition of an identical item at the same cost.
- 3) The procurement process must be followed for the acquisition of any new goods that were not part of the original purchase requisition.
  - a) In the event of an emergency, when it is discovered that a necessary good is incorrect, it may be exchanged for the appropriate item.

- i) The credit memo process and emergency requisition process will still be followed.

## Payment Processing

- 1) The Finance Department will be responsible for issuing payment to vendors, as appropriate.
  - a) Invoices with appropriate supporting documents
  - b) Emergency purchases
  - c) Items on the recurring authorization list
- 2) If the invoice received is ten percent (10%) or more over the estimated price, as provided on the purchase order or quotes/bids received, the Department must not pay the invoice without approval from Administration.
  - a) The Finance Department will notify Administration to obtain appropriate approval.
    - i) The Finance Department will attach the email as evidence of approval.
- 3) If the invoice received is less than ten percent (10%) of the estimated price, as provided on the purchase order or quotes/bids received, but more than \$100 over the estimated price, the Finance Department must not pay the invoice without approval from the Administration.

# Property

## *General*

- 1) The Tribe elects to follow federal property management standards for all property, regardless of funding source, unless otherwise approved by Administration. This approach is intended to ensure consistency, clarity, and compliance.
- 2) Property accounting and physical control provides reliable and systematically maintained records to ensure the assets of the Tribe are positively controlled and safeguarded for the following:
  - a) Acquisitions
  - b) Transfers and dispositions of property
  - c) Equipment
- 3) Property with an acquisition cost or value of \$5,000.00 or more will be considered as a capital asset subject to the inventory controls specified herein.
- 4) Program directors will develop procedures to ensure that materials and supplies are adequately protected and properly used.
- 5) Two property lists will be maintained, as follows:
  - a) Fixed Asset List
    - i) Maintained by the Finance Department and includes fixed assets with a purchase price of \$5,000.00 or more
  - b) Property List
    - i) Maintained by the property department and must include the following:
      - (1) Any property purchased with federal funds:
        - (a) With a purchase price of \$5,000.00 or more; or
        - (b) That is electronic data processing equipment
      - (i) Electronic data processing equipment includes, but is not limited to the following:
        1. Tablets
        2. Hotspots, such as a WiFi
        3. Cell phones

4. Laptops
5. Personal computers
- 6) All departments will conform to property management standards for purchases obtained with federal funds, to include, but not limited to the following:
  - a) Real or personal property obtained with federal funding must be used for the purpose authorized for the original grant for the required periods of time, if any. Such time periods are as set forth in applicable regulations or in the requirements for the original funding program or grant. Before property is sold or transferred, responsible department directors and/or the procurement officer should verify that it is available for disposition.
  - b) Use of real and personal property acquired by the Tribe with federal funds is limited as follows:
    - i) Use is limited to the extent required under federal grant programs.
    - ii) Use by grant programs that require the property should be given priority.

## *Acquisition*

- 1) Upon acquisition of equipment or property, a property record will be prepared by the property department, to include the following:
  - a) Name and description of the product
  - b) Manufacturer
  - c) Serial number
  - d) Date of Purchase
  - e) Original cost
    - i) In the absence of cost, use the fair market value at time of acquisition.
  - f) Location of property
  - g) Identity of the Vendor/Donor of property and condition upon receipt
  - h) Program/Fund which purchased the asset
  - i) Percentage of federal funds used to purchase the property, if applicable
  - j) A property ID number will be stamped on the item if it is considered to be capital asset. Ordinarily, property ID tags will be placed only a whole item of equipment, and not on individual component parts. Determinations about when individual components of equipment are required to be marked will be made by the procurement officer and/or the Finance Director.

- 2) The Property Records will be maintained by the Property Department.

### *Property Controls*

- 1) All expensive, fragile, or sensitive equipment will be stored in a secure location. The determination of equipment in this category will be made by the department or director responsible for use and storage of the equipment.
- 2) Perpetual inventory control records will be maintained and physical inventories will be taken of all capital assets at least once annually.
- 3) Physical inventories will be compared to property records.
  - a) The property department will be responsible for completing and documenting the physical inventory.
- 4) After completing the physical inventory, the property department will reconcile the property records to reflect the actual fixed assets inventory amount.
  - a) Any damaged or missing items must be investigated with the results of the investigation documented and provided in memorandum form to the property director and Administration.
    - i) The program director with responsibility for the item will be responsible for providing explanation to the Administration, via memorandum.
    - ii) Documentation must include a description of the missing item.
    - iii) Documentation must include a description of how damage was incurred for damaged items.
- 5) All property or equipment with an acquisition cost or value of \$5,000.00 or more and sensitive equipment shall be marked with the appropriate asset tag in accordance with the applicable Tribal and Federal property accounts to reflect the actual fixed assets inventory amount. Property and equipment to which physical asset tags cannot feasibly be attached may be marked with virtual tags, so long as such property numbers are properly recorded in the Tribe's inventory records.
- 6) Transfers of property and equipment shall be documented in writing by the program director indicating which programs will release and acquire the property.
  - a) The Administration will be notified with a description of the equipment transferred and the number on the equipment.
- 7) The Administration will update the property records, as appropriate.

### *Property Dispositions Procedures*

- 1) Property or equipment disposals must be approved as follows, prior to disposal:

- a) The funding source must approve dispositions of property and/or equipment purchased with federal funds, as applicable.
  - i) Nonexpendable personal property shall be retained by the Tribe as long as there is a need for the property to accomplish the purpose of the grant program, regardless of whether the program continues to be supported by Bureau funds.
    - (1) When there is no longer a need for the property to accomplish the purpose of the grant program, the Tribe shall use the property in connection with other Federal grants it has received in the following order of priority (unless other requirements apply):
      - (a) Other grants from the Bureau needing the property.
      - (b) Grants of other Federal agencies needing the property.
        - (i) When there is no longer a need for the property in any other Federal grant program, or programs that have purposes consistent with those authorized for support by grantor, the property may be used for its own official activities in accordance with the following standards:
    - (2) Nonexpendable property, such as equipment with a current per unit fair market value of \$5,000 or less.
      - (a) The Tribe may use the property for its own official activities without reimbursement to the Federal government or sell the property and retain its proceeds.
    - (3) Unused supplies with an aggregate value of \$5,000 or less.
      - (a) The Tribe may use the supplies for its own official activities without reimbursement to the Federal government or sell the supplies and retain the proceeds.
    - (4) All other nonexpendable property.
      - (a) The Tribe may retain the property for its own use if a fair compensation is made to the Bureau for the latter's share of the property, if required under law.
      - (b) The amount of compensation, if required, shall be computed by applying the percentage of Bureau participation in the grant program to the current fair market value of the property.
        - (i) When the Tribe no longer has a need for the property, disposition of the property shall be made as follows:
    - (5) Nonexpendable property, such as equipment, with a current per unit fair market value greater than \$5,000.

- (a) The Tribe will request disposition instructions from the applicable funding agency.
    - (i) The funding agency should be requested to issue instructions to the Tribe within 120 days.
      - 1. If the disposition instructions are not issued within 120 days after reporting, the Tribe may sell the property and reimburse the funding agency and amount which is computed by applying the percentage of funding agency participation in the grant program to the sales proceeds.
        - a. If the funding agency permits, the Tribe may retain \$500 or ten (10%) percent of the proceeds, whichever is greater, for the tribe's selling and handling expenses.
- (6) Unused expendable property, such as supplies that has a total inventory value exceeding \$5,000.
- (a) Be retained for use by the Tribe.
    - (i) The Tribe will request disposition instructions from the applicable funding agency.
    - (ii) The funding agency will be requested to issue instructions to the Tribe within 120 days.
      - 1. If the disposition instructions are not issued within 120 days after reporting, the tribe may sell the property and reimburse the funding agency and which is computed by applying the percentage of funding agency participation in the grant program to the sales proceeds.
- 2) The funding agency permits that the tribe may retain \$500 or ten (10%) percent of the proceeds, whichever is greater, for the tribe's selling and handling expenses.
    - a) The Administration and/or Tribal Council will approve dispositions of property and/or equipment with acquisition cost or value in excess of \$1,000.00, not purchased with federal funds.
  - 3) Dispositions will be documented in writing and will include the following information:
    - a) Date of disposition;
    - b) Asset name and serial number;
    - c) Status of the disposition, (i.e. sold, transferred, stolen, salvaged, etc.);
    - d) Name of the individual or firm sold, leased or rented to;
    - e) Amount of dollars: received from the sale, rental or lease;

- f) Method used to determine fair market value of asset; and
  - g) Contract/grant or agency approval to sell, if the asset was purchased with federal funds.
- 4) Dispositions must be documented on the property list and/or fixed asset list, as appropriate.
  - 5) Documentation of disposal must be provided to the Finance Department, to include the information provided above.
  - 6) The Administration and Finance Department will be responsible for documenting all sales or assets according to the above items and maintain documentation in the appropriate property record files.

### *Determination of Personal Property Requirements*

- 1) The Administration will limit the quantity and quality of property to be acquired to the minimum necessary for effective and efficient performance of assigned functions and responsibilities.
- 2) The Administration will coordinate with purchasing agency/department to accurately determine the proper needs and effective utilization of acquired property.
- 3) To avoid peak loads in purchasing and contracting, the administration, in coordination with departments, must inform departmental/program directors of sufficient lead times when placing requisitions.
  - a) This will allow purchasing agents and contracting officers to schedule and obtain property in an efficient and orderly manner.

### *Use of Tribal Property*

- 1) Tribally owned and leased property in the control of the programs will not be used for any purposes other than in the performance of the work of the departments.
- 2) Each associate will be held responsible for the proper use and protection of any property that may come into their custody or control.
  - a) No associate will appropriate for personal use any article of program property, including that property which has been ordered, abandoned, or destroyed.
- 3) The Administration or designee will review property for eligibility for exchange/sale when replacing existing property as a means to reduce general expenditures.
  - a) The use of exchange/sale authority is limited to certain categories of property.
    - i) Those that are approved include, but are not limited to the following:

- (1) Vehicles
    - (2) Office equipment
  - ii) Those that are not approved include, but are not limited to the following:
    - (1) Furniture
    - (2) Office supplies
  - iii) The administration or designee may confirm or deny the exchange/sale of property that is not contained herein.
- 4) Maximum use of redistribution, repair, and rehabilitation will be made to meet the needs before acquisition of new property.
  - 5) Decisions whether office equipment will be serviced by using an annual maintenance contract or justification will be approved by the administration or designee.
  - 6) Borrowing property of the private sector or use of privately-owned property by the Tribe is not permitted, unless approved by administration.
    - a) Such practice may lead to claims against to the Tribe for damage to, or loss of, the borrowed or privately-owned property.
  - 7) All Tribe owned property will be used for official business and associates are prohibited from using such equipment for private purposes.
  - 8) Administration or designee is responsible for maintaining and documenting equipment borrowed by associates for official business.
    - a) Equipment assigned to any associate must be documented in writing and signed by the associate.
      - i) This documentation will be retained by administration or designee.
  - 9) When it is in the best interest of the Tribe, items of personal property may be leased when the property:
    - a) cannot otherwise be obtained
    - b) Is only needed temporarily
    - c) Is not practical to purchase

# Appendix A

Materials and forms relating to the purchase process, as approved by the Finance Department, are attached hereto.



# Caddo Nation of Oklahoma

Chairman – Bobby Gonzalez  
Vice Chairman – Kelly Factor  
Secretary – Jennifer Reeder  
Treasurer – Verna Castillo

OKC Representative – Brittany Habbart  
Anadarko Representative – Tracey Martine  
Ft. Cobb Representative – Arlene O’Neal  
Binger Representative – Kara Dougherty

## CADDO NATION TRIBAL COUNCIL RESOLUTION

No: 03-2026-02

### APPROVING AMENDMENTS TO THE CADDO NATION PROPERTY AND PROCUREMENT POLICIES, AS LAST UPDATED IN 2022

**WHEREAS:** the Caddo Nation of Oklahoma (the “Nation” or the “Tribe”) is a federally recognized Indian tribe, governed by a Constitution pursuant to the Oklahoma Indian Welfare Act of 1936 (49 Stat. 1967); and

**WHEREAS:** under the Caddo Nation Constitution and By-Laws adopted by the Nation on June 26, 1976, and recognized by the Secretary of the Interior, as amended (the “Constitution”), the Tribal Council of the Nation is authorized to exercise certain powers; and

**WHEREAS:** under Article V, Section 2 of the Constitution, the Tribal Council is empowered to “establish procedures for the conduct of all tribal government and business operations,” to approve agreements of the Nation, and to adopt ordinances and resolutions necessary and incidental to such powers and duties; and

**WHEREAS:** the Tribal Council finds and determines that the current version of the Caddo Nation Property and Procurement Policies (the “Procurement Policy”), which was approved by the Tribal Council by and through Resolution No. 02-2022-01, as adopted on February 10, 2022, requires amendment and updating, so as to ensure such policy continues to conform with the laws and regulations applicable to federal funding and grant programs, and also to incorporate certain changes needed due to the Nation’s acceptance into the federal Self-Governance Program; and

**WHEREAS:** through this Resolution the Tribal Council adopts amendments and revisions to the Procurement Policy, as proposed by the Nation’s Chief Financial Officer and financial team, and as submitted to the Tribal Council.

**Now Therefore Be It Resolved:** that the Tribal Council hereby adopts the proposed amendments and revisions to the Procurement Policy, which shall be designated as the updated version of such policy, and which policy shall become effective as of April 1, 2026.


**Be It Further Resolved:** that Resolution No. 01-2026-09, adopted on January 29, 2026, is hereby rescinded in its entirety.

**Be It Further Resolved:** that this Resolution shall become effective immediately upon its adoption and certification.

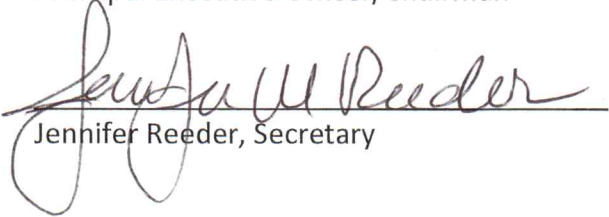
**CERTIFICATION**

We, the undersigned Chairman and Secretary of the Tribal Council of the Caddo Nation of Oklahoma, hereby certify that the Caddo Nation Council is composed of 8 members, and quorum being composed of 5 members, of whom 6 were present at a duly called meeting, noticed and convened and held on this 19 day of March, 2026, at the Caddo Nation Complex in Binger, Oklahoma, and that the foregoing resolution was adopted by an affirmative vote of:

5 FOR                      0 AGAINST                      0 ABSTAINING

  
Bobby Gonzalez,  
Principal Executive Officer/Chairman

3/19/2026  
Date

  
Jennifer Reeder, Secretary

3/19/26  
Date