

# **CITY OF CHEYENNE PURCHASING POLICY**



**CITY OF CHEYENNE - PURCHASING**

**MAY 2023**

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## **PART I – FOREWORD**

### **Foreword**

The intent of the City of Cheyenne Purchasing Policy is to provide guidelines for City elected officials, Department Directors and City employees who are involved in any segment of the procurement process for their departments or offices. The purpose of the Purchasing Policy is to clarify and standardize procurement practices, and to provide increased economy in City procurement activities. The cooperation of everyone is essential if the City is to maximize the economic benefit of materials, equipment and services purchased by the City. The Purchasing Policy expressly applies to elected officials. Violations of the Purchasing Policy by employees are addressed through the City disciplinary process. Violations by elected officials are addressed by the Governing Body.

The Purchasing Policy does not answer all questions relating to purchasing, but does provide a foundation for a sound procurement system. The material may be revised occasionally as changes occur in policy or state law, federal law, the purchasing field, or in the economy.

The Purchasing Policy describes procedures that should be followed prior to the sale, lease, or other disposition of real property (land and/or buildings) owned by the City.

The Purchasing Policy is effective immediately upon issuance and supersedes all previous purchasing instructions or directives.

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*Approved in Ordinance, March 23, 2020*

*Section 2.04.200, Purchasing Policy, of Chapter 2.04, Mayor and City Council, of Title 2, Administration and Personnel, of the Municipal Code of the City of Cheyenne, Wyoming*

## **PART II - PROCUREMENT**

### **Procurement of Goods and Services Up To \$9,999.99**

**There is a \$9,999.99 limit for which departments may purchase goods and services without involving Purchasing in advance.**

The \$9,999.99 limit pertains to each type, or category of item that is being purchased. If the immediate need is for part/component “A” and part/component “B” to have a complete and useable product or system, you must consider the total cost of all “parts” or “components”.

For instance, the cost for the purchase of tires (Part A) and the cost for the installation of the tires (Part B) would be considered the total cost of all required components; therefore, if the total is over \$9,999.99, the procedure for purchases between \$10,000.00 and \$74,999.99 would apply.

It is each department’s responsibility to make every effort to obtain the best price possible for any expenditure of public funds.

Departments are encouraged to request assistance from the Purchasing Division for items under \$9,999.99 when there is an opportunity for potential cost savings. It may be possible to obtain smaller dollar items that are purchased repeatedly throughout the year on a contractual basis with periodic deliveries of the items to occur as needed. Contact the Purchasing Division if you have such a need that is not covered by an existing contract.

Quality of product or service being equal, orders shall be awarded to the vendor whose price is lowest.

Departments are to purchase locally whenever possible. All purchases are subject to the Preference for Wyoming Labor and Wyoming Materials, as defined in this policy.

*Revised May 2023*



## **Procurement From \$10,000.00 To \$74,999.99**

**There is a \$10,000.00 to \$74,999.99 limit for which departments may purchase goods and services with three (3) competitive price quotes.**

Purchases of goods and services less than \$75,000.00 do not require formally advertised bids; however, it is the policy of the City to require competitive price quotes for these expenditures, and formal bids may be advertised if to do so could be advantageous to the City.

A minimum of three (3) vendors shall be contacted for price quotations unless fewer are available that furnish the goods or services requested. Each quote must be itemized, dated, and contain the date the quote expires.

If less than three (3) vendors are available, vendors are not able to provide quotations, or vendors are not responsive to solicitation requests, documentation shall be provided to the Purchasing Manager to determine the best procurement option.

The Quote Documentation Form, available on the City Share Drive (S:\Purchasing\Purchasing Policy Forms), **SHALL** be utilized for any purchase when a Department or Division is unable to obtain **AT LEAST** three (3) written price quotations/estimates. Provide the completed Quote Documentation Form, along with the price quotations/estimates that were received, to Purchasing for review **PRIOR** to proceeding with an award.

Specifications should include all required information, so that vendors are able to provide accurate quotes. Be clear in what is being requested; specifically, requests should include quantities, product brand name if necessary, performance specifications, accessories you require to be included, delivery information, delivery schedule, and any other information that will help vendors accurately provide price quotations.

Departments are encouraged to request assistance from the Purchasing Manager if they require assistance in requesting quotes or preparing specifications.

Quality of product or service being equal, orders shall be awarded to the vendor whose price is lowest.

Departments are to purchase locally whenever possible. All purchases are subject to the Preference for Wyoming Labor and Wyoming Materials, as defined in this policy.

### **Award / Ordering Process:**

The award of goods or services from \$10,000.00 to \$74,999.99 **SHALL EXCLUSIVELY BE AWARDED VIA A CITY OF CHEYENNE ISSUED PURCHASE ORDER**. Departments or Divisions **SHALL NOT** place orders for goods or services, in excess of \$10,000.00, **WITHOUT A PURCHASE ORDER**.

Utilizing a purchase order to initiate an award provides acceptance of the quote from the vendor. It also allows the Purchasing Manager and the requesting department requisition approver the opportunity to review the quotes to ensure compliance with this policy and ensure funding is available.

All quotes received must be attached to the requisition, at the time it is proposed. The Quote Documentation Form shall also be attached, if being utilized. The Purchasing Manager will not process the Purchase Order until the three (3) quotes have been attached to the requisition. The Purchasing Manager reserves the right to obtain additional quotes from other sources or may verify the quotes already received.

Upon review of the three (3) quotes, the Purchasing Manager will generate the purchase order from the requisition and will provide the requesting department or individual a signed purchase order. The requesting department will provide the signed purchase order to the awarded vendor to initiate the order.

The purchase order will stay open until the goods or services are rendered; at which time the requesting department will process a final invoice against the open purchase order.

#### **Additional Items (Services):**

It may be necessary to request a Certificate of Insurance from the awarded vendor, prior to the issuance of a purchase order. This only applies to the award of services, not the purchase of supplies or equipment.

The Wyoming Association of Risk Management (WARM) has encouraged the City of Cheyenne to request a Certificate of Insurance from vendors, prior to the commencement of services. Requesting a Certificate of Insurance verifies that the City of Cheyenne is conducting business with vendors who have and maintain insurance coverage, and that each vendor's policy meets the minimum requirements for coverage levels.

Based on the scope of the services to be provided for some procurements in the \$10,000.00 to \$74,999.99 range, additional items may need to be included in the award process. Depending on the type of services being performed, it may be necessary to utilize a services contract or supplemental terms and conditions, in addition to the purchase order to award the services.

The Purchasing Manager shall be responsible to determine when it may be necessary to utilize a services contract or supplemental terms and conditions, in addition to a purchase order. The Purchasing Manager will coordinate with the requesting department on the above-mentioned items as needed.

*Revised May 2023*

## **Procurement of Goods and Services from \$75,000.00 and Over**

(Refer to separate procedures for Used Vehicles and Used Equipment, Professional Services, and Construction and Labor Contracts.)

Expenditures of \$75,000.00 and over, and purchase or lease of new vehicles, regardless of cost, must be advertised and formally bid.

The department responsible for the project must submit detailed plans and specifications together with a cost estimate to the Purchasing Manager. The Purchasing Manager will assist in preparation of specifications if necessary, prepare the bidding documents, advertise the bid, place the bid on the City's website, attend pre-bid meetings as necessary or requested, issue addenda as required, publicly open the bids, prepare bid tabulations, review the bids with the department, and place the item on the Council Agenda for consideration of award.

After Governing Body approval of the award of a bid, a requisition shall be entered by the department/division and a purchase order will be generated by the Purchasing Manager to initiate the order for goods or services, unless a contract is involved.

If a contract is involved, the Purchasing Manager will issue the Notice of Award, prepare the agreement, ensure that contracts are signed and that bonding and insurance are provided as called for in the contract documents and issue the Notice to Proceed and other documents as applicable. When the procurement involves construction, the responsible department/division will normally schedule a "pre-construction" meeting with the contractor and must verify that the contractor and all subcontractors hold appropriate licenses. No work may begin on a construction project until the Notice to Proceed is issued.

When progress payments are to be made, the department/division is responsible for entering the requisitions in accordance with the procedures for construction and labor contracts.

Upon satisfactory completion of the work or delivery of the items, the department must notify the Purchasing Manager. When applicable, the Purchasing Manager will advertise the notice of final settlement, request final lien releases, etc., from the Contractors and release any bonds or retained funds when all conditions of the bid or contract documents have been met.

*Revised May 2023*

## **Governing Body Approval & Contract Modifications**

The following citation provides information regarding the types of Contracts that require Governing Body Approval prior to execution, and the rules defining Contract Modifications:

### **Cheyenne City Code, 2.04.160 - Readings; committee reports; amendments; contract approval.**

D. Contracts requiring governing body approval prior to execution by the mayor are as follows:

1. Public improvements in excess of the amount proscribed by state statutes;
2. Purchase of new motor vehicles;
3. Franchise agreements;
4. Those which generate revenue for the city in excess of seventy-five thousand dollars (\$75,000.00);
5. For the sale or trade of city property as specified in state statute;
6. Except that contracts for professional services for seventy-five thousand dollars (\$75,000.00) or less shall not require governing body approval prior to execution by the mayor;

E. Notwithstanding the requirements imposed under subsection (D) of this section, any contract previously approved by the governing body shall not require further governing body approval for the contract to be later modified to effectuate a project completion date extension or for a modification that increases the original contract price by less than fifty thousand dollars (\$50,000.00), subject to the following conditions:

1. Governing body approval shall be required when the additive sum of one (1) or more contract modifications will exceed fifty thousand dollars (\$50,000.00); and
2. Any contract modification to be executed without governing body approval in accordance with this subsection that increases the contract price shall not increase the total price of original contract by more than twenty percent (20%).

F. Any contract or contract modification that does not require governing body approval prior execution under subsections (D) or (E) of this section or section 12.04.180(B) shall be reviewed by the department of the city treasurer and the city attorney before the contract may be executed by the mayor.

*Revised May 2023*

## **Encumbrances for Purchases \$10,000 and Over**

As noted in a previous section, “Procurement From \$10,000.00 To \$74,999.99” The award of goods or services from \$10,000.00 to \$74,999.99 shall be encumbered via a City of Cheyenne issued Purchase Order.

Additionally, **ALL expense Contracts over \$75,000.00** shall be encumbered for the full value of the Contract at the time of Contract execution, with the appropriate General Ledger (GL) account(s) for the entire project.

If the project is expected to be completed across multiple fiscal years, departments/divisions shall coordinate with the Treasurer’s Office to ensure adequate funding is available in the current and future fiscal years.

### **Processing Partial/Progress Payments**

Partial Payments against the Purchase Order will be processed for monthly or periodic progress payments, instead of creating individual Requisitions for each payment request.

When Invoices or Pay Applications are processed, each request shall identify:

1. The dollar amount of which GL Account should be billed on the payment or which Purchase Order Line Item should be billed if multiple exist
  - a. i.e. If the project was split between 2 GL Accounts, each pay application should describe to the exact dollar amount how much should be billed against each GL.
  - b. The pay application could be any combination of percentage split, depending on the project. Departments may wish to liquidate 1 GL first, or if desired, may wish to bill 50% / 50% (or other percentage split) for the whole project.

Payments will still need to have the red perjury stamp, and signature applied. Documents shall be scanned and attached to the Open Purchase Order, and hard copies will be turned in with a note identifying the pay request as a ‘Partial Payment’.

*Revised May 2023*

## **Construction and Labor Contracts**

Any construction or labor contracts that fall below the advertised bidding threshold must be awarded to Wyoming resident contractors. The State of Wyoming Department of Workforce Services, certifies residency status for contractors.

Departments shall ensure that any contractor that is hired holds the appropriate license(s) and obtains the necessary permit(s) for the work being conducted, by contacting the City's Compliance Division.

Contracts for public improvements that are estimated to be \$75,000.00 or greater, including all related costs, shall be formally bid by the Purchasing Manager to ensure compliance with all applicable laws including bonding and advertising. The department responsible for the project must submit detailed plans and specifications together with a project cost estimate to the Purchasing Division. The Purchasing Manager will assist in preparation of specifications if necessary, prepare the bidding documents, advertise the bid, place the bid on the City's website, attend pre-bid meetings as necessary or requested, issue addenda as required, publicly open the bids, prepare bid tabulations, review the bids with the department, and place the item on the Council Agenda for consideration of award.

After award of the contract by the Governing Body, the Purchasing Manager will issue the Notice of Award and other required contract documents to the successful bidder, ensure that all required bonds and insurance certificates are received and obtain all necessary signatures. With concurrence of the department/division, the Purchasing Manager will then issue the Notice to Proceed.

The contractor may submit billings for progress payments, typically on a monthly basis, for the work completed. If an architect or engineer is hired for construction management, the contractor will submit the pay requests to the architect/engineer for verification and approval. The architect/engineer then forwards the billing to the applicable department/division. The department/division will generate the requisition(s) to initiate the payment process. The pay request shall be submitted on the Contract Payment Request Form and Itemized Pay Request Form (Form #4a and #4b, available on the S: Drive: Purchasing, Purchasing Policy Forms) or the AIA Documents G702 and G703, and must contain or be accompanied by, a certification by the engineer and/or designated City representative that the amount of work estimated to have been done conforms in all material respects with the requirements of the contract.

### **Retainage Administration:**

In all contracts with a public entity for a public work, the public entity may retain no more than five percent (5%) of the calculated value of any work completed as retainage.

If requested by the general contractor, the City shall enter into an interest bearing deposit agreement with any depository designated by the general contractor, after notice to the surety, to provide an agent for the custodial care and servicing of any deposits placed with him pursuant to this act on any contract of more than fifty thousand dollars (\$50,000.00)

If the Contractor elects to set up an interest-bearing account, the department/division must enter two requisitions, one for the Contractor (Pay Application), and one for the payment of retained funds to the contractor's designated depository (5% Retainage). The Purchasing Manager will advise the department of the Innoprise vendor number of the financial institution the Contractor has chosen as the depository of these funds.

If the Contractor does not set up an interest-bearing account at a financial institution, the City will hold the retained funds until the project is complete.

Upon satisfactory completion of the work, the department must notify the Purchasing Manager. When applicable, the Purchasing Manager will advertise the notice of final settlement, request final lien releases, etc., from the Contractors and release any bonds or retained funds when all conditions of the bid or contract documents have been met.

Wyoming Statute §16-6-101 through §16-6-104

Wyoming Statute §15-1-113

*Revised May 2023*

## **Preference for Wyoming Labor and Wyoming Materials**

All procurements conducted by the City of Cheyenne shall be in accordance with the Wyoming Statutes governing Preference for Wyoming Labor and Wyoming Materials. Purchases of products, equipment, materials and services shall be given a 5% preference over items of equal quality by out-of-state vendors.

In the case where Federal funding is utilized for the procurement, there will be no in-state preference.

Departments shall purchase locally whenever possible. All purchases are subject to Preference for Wyoming Labor and Wyoming Materials, as defined in this policy.

### ***Example of applying the 5% preference:***

Wyoming Vendor #1 Price Quote	= \$10,000.00
Out-Of-State Vendor #2 Price Quote	= <b>\$9,600.00</b>

To apply the preference, add 5% to the out-of-state vendors bid price.

Out-Of-State Vendor #2 Price Quote	= \$9,600.00 * 105% = \$10,080.00
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Evaluate with preference applied:

Wyoming Vendor #1 Price Quote	= <b>\$10,000.00</b>
Out-Of-State Vendor #2 Price Quote	= \$10,080.00

In this example, the Wyoming vendor would be given preference for this award.

The bidding documents utilized by the Purchasing Manager contain the required language, and they are included below.

### **Language Included in Construction Bids:**

Pursuant to Wyo. Stat. § 16-6-104, Wyoming made materials and products, and Wyoming suppliers of products and materials of equal quality and desirability shall have preference over materials or products produced or supplied outside the state and any contract let shall so provide. The City shall apply the preference created by Wyo. Stat. § 16-6-104 in a manner identical to the preference for resident contractors in Wyo. Stat. § 16-6-102.

Pursuant to Wyo. Stat. § 16-6-102, the City shall award the contract to the responsible, certified resident making the lowest responsible bid, if the certified resident's bid is not more than five percent (5%) higher than the lowest responsible, nonresident bidder.

Pursuant to Wyo. Stat. § 16-6-103, a successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by the contract to nonresident contractors.



Pursuant to Wyo. Stat. § 16-6-106, preference is hereby given to materials, supplies, agricultural products, equipment, machinery, and provisions produced, manufactured, or grown in Wyoming, or supplied by a state resident, quality being equal to articles offered by the competitors outside of the state.

Pursuant to W.S. § 16-6-107, the structure or structures to be constructed pursuant to this invitation to bidders shall be constructed and maintained by materials produced or manufactured in Wyoming if Wyoming materials are suitable and can be furnished in marketable quantities. Preference shall not be granted for materials of an inferior quality to those offered by competitors outside of the state, but a differential of five percent (5%) shall be allowed in cost of contracts Wyoming materials produced or manufactured in Wyoming.

Pursuant to Wyo. Stat. § 16-6-203, the successful bidder shall employ only Wyoming laborers on the project, and the contract awarded to the successful bidder shall contain a provision requiring that Wyoming labor be used, except other laborers may be used when Wyoming laborers are not available for employment within the state, or are not qualified to perform the work involved. In addition, the contract shall contain a provision requiring specific acknowledgement of the requirements of this section. The successful bidder may employ laborers other than Wyoming laborers if:

- (i) The successful bidder informs the nearest state workforce center of his employment needs at least eleven (11) calendar days before work is commenced;
- (ii) The state workforce center certifies that the bidder's need for laborers cannot be filled from those Wyoming laborers listed with the Wyoming Department of Workforce Services. The department shall respond to a bidder's request for certification within ten (10) calendar days of the date the information is filed; and
- (iii) The successful bidder shall also agree to promptly respond to requests from the Wyoming Department of Workforce Services for the most recent construction schedule for the project.

### **Language Included in Equipment Bids**

Award will be made to the qualified, responsible Wyoming resident bidder submitting the lowest responsive bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest qualified nonresident bidder. If the bidder is a resident bidder, they may be asked to provide a copy of the "State of Wyoming Certificate of Residency Status". The 5% Wyoming resident preference will not be applied for expenditures where federal funds are involved.

*Revised March 2020*

## **Split Purchases**

Under no circumstances are multiple or partial purchases to be made in order to circumvent the purchasing policy or any statutory bidding requirement. (Wyoming Statute §15-1-113). Projects shall not be divided into smaller units for the purpose of avoiding bidding requirements.

Each purchasing threshold (\$0.00 to \$9,999.99), (\$10,000.00 to \$74,999.99), and (\$75,000.00 and above) has specific requirements for conducting procurements.

As previously mentioned in this policy, the purchasing limit for each threshold pertains to each type, or category of item that is being purchased. If the immediate need is for part/component “A” and part/component “B” to have a complete and useable product or system, you must consider the total cost of all “parts” or “components” and utilize the procurement requirements associated with that total dollar amount.

*Revised May 2023*

## **Sole/Single Source Purchase**

### **Sole Source Purchase:**

There is only one source, nationwide, for a certain piece of equipment or service. This is usually because of its technological, specialized, or unique character

### **Single Source Purchase:**

There is more than one source in the open market but only for reasons of function or service one vendor is recommended for consideration of the goods and/or services.

### **Approval Process from \$10,000.00 to \$74,999.99:**

When requesting to purchase items in an amount from \$10,000.00 to \$74,999.99 that does not allow for a competitive quote process due to only one (1) known source, a Request for Sole Source Purchase or Single Source Purchase, available on the S: Drive: Purchasing, Purchasing Policy Forms, must be completed. Departments are encouraged to request assistance from the Purchasing Manager if needed while completing the form.

Departments shall fill out **ALL** fields on the Request for Sole/Single Source Purchase Form and return the completed form to the Purchasing Manager.

Departments shall clearly state the reason and justification for the sole/single source. Departments are instructed to provide clear and concise factual evidence and justification to support the sole/single source.

Generalized or vague statements which do not provide clear justification to support the reasoning for the sole/single source are not sufficient, and the Purchasing Manager will not proceed with the procurement until further justification is provided. The Purchasing Manager reserves the right to research the sole/single source to confirm there are no other vendors on the open market that can provide the goods or services.

Depending on each procurement the vendor may be required to provide a letter indicating that they are the sole/single supplier of the item or service being requested. This is typical of product manufacturers with restricted resellers or controlled authorized service providers.

Upon completion of the Sole/Single Source Form, and Vendor Sole/Single Source Letter (if required), the department shall enter a requisition so that a Purchase Order can be generated to initiate the order or services.

### **Approval Process in excess of \$75,000.00:**

Sole/single source purchases that are in excess of \$75,000.00, must follow additional procedures from the approval process from procurements of \$10,000.00 to \$74,999.99 before the procurement may proceed.

Upon completion of the Sole/Single Source Form, and Vendor Sole/Single Source Letter (if required), the Intent to Purchase shall be advertised two (2) times in a local newspaper at seven (7)

days apart. The Purchasing Manager will prepare the legal advertisement and will place the publication. Example of legal advertisement is provided below for reference.

After the legal advertisement has been placed, the consideration to purchase must be placed on the Council Agenda for consideration of award. Upon Governing Body approval of the item, a requisition shall be entered by the department/division and a purchase order will be generated by the Purchasing Manager to initiate the order for goods or services, unless a contract is involved.

***Example Legal Advertisement:***

**REQUEST TO PURCHASE OVER \$75,000.00**

The City of Cheyenne requests to purchase (ITEM DESCRIPTION), from (VENDOR), (VENDOR LOCATION), in the amount of (\$XXXX.XX). This is a single source purchase, therefore no bids were requested.

This will be reviewed by the City Council Finance Committee on (FINANCE MEETING DATE) and voted on at the (COUNCIL MEETING DATE) City Council meeting.

If you have any questions, please call TJ Barttelbort at 307-773-1045.

TJ Barttelbort  
Purchasing Manager  
City of Cheyenne, WY

Published in: Wyoming Tribune-Eagle  
Dates: (DATE #1 & DATE #2)

*Revised May 2023*

## **Emergency Procurement**

In the event of a sudden or unexpected emergency situation where it is imperative that immediate action be taken to prevent serious damage to health, welfare or safety of the public, the Mayor may authorize purchases of goods or services exceeding the prescribed limits of these Purchasing Procedures, provided that the emergency is present, immediate and existing, and not a condition which may or may not arise in the future or a condition which reasonably may be foreseen in time to advertise for bids; and that such emergency procurement be made with such competition as is practicable under the circumstances.

Emergency procurements are generally conducted in response to an Act of God (an overwhelming event caused exclusively by natural forces whose effects could not possibly be prevented, such as a flood, earthquake, or tornado), or in response to a situation which affects the life, health and immediate safety of City staff or public citizens.

The Department Director(s) that are affected by the emergency must provide written determination of the basis for the emergency to the Mayor, and shall coordinate selection of vendor(s) or contractor(s) with the Purchasing Division. Failure on the part of a Department Director to have anticipated obvious conditions which would certainly jeopardize public health, welfare, or safety, or delaying to take action to meet conditions which were expected in advance to become such a threat that further delay caused by advertising for bids would entail public calamity, is not considered to be an emergency under this procedure.

In the event that an Emergency Procurement over \$75,000.00 is required, the Purchasing Manager shall coordinate with the requesting Department to place a 'Notice of Emergency Procurement' on the next available City Council Agenda, to be read into the record by the City Clerk during the "ANNOUNCEMENTS/REPORTS/MOTIONS:" portion of the City Council Meeting. The purpose of providing the Notice is to provide information only, and is not a voteable item.

Even though deemed an emergency, the policy for "Purchase of Used Vehicles, Used Equipment" shall be followed.

*Revised May 2023*

## **Repairs**

Requisitions for repairs should be generated using the vendor's estimated repair cost. If the estimated amount exceeds \$9,999.99, additional estimates should be requested from other qualified vendors, if available. Occasionally, repair costs cannot be accurately estimated. If the original estimate is less than \$9,999.99, but as the work progresses it is discovered that additional repairs are necessary, the Department Director shall coordinate with the Purchasing Manager determine whether to go ahead with the additional repair work. In no instance may any repair exceed \$75,000.00 without approval of the Governing Body.

For the purposes of this procedure, remodeling of buildings, street reconstruction and related improvements are considered public improvements, not repairs, and must be advertised for sealed bids, if the price exceeds \$75,000.00, in accordance with procedures for Procurement of Goods and Services.

*Revised May 2023*

### **Purchase or Lease of New Vehicles/Equipment**

The purchase or lease of any new vehicle and/or equipment shall be advertised for bid regardless of its cost. If trade-in vehicles/equipment are involved, these must be included in the bid advertisement.<sup>1</sup> Written authorization must be obtained by the City Treasurer prior to leasing any new vehicle or equipment. The department/division requesting the new vehicle/equipment must supply Fleet Maintenance with a complete description of what they need, a completed Vehicle/Equipment “Process” List found on the S: Drive: Purchasing, Purchasing Policy Forms, and the block number of the vehicle/equipment that is being turned in. Fleet Maintenance will then coordinate with the Purchasing Manager with the specification and any other information that is needed before the bids are advertised. Bids will be processed in accordance with the procedures for Procurement of Goods and Services from \$75,000.00 and over.

<sup>1</sup> Wyoming Statute §15-1-113 (a)

#### **Governing Body Approval:**

Regardless of cost, all purchases of new motor vehicles shall be approved by the Governing Body.

Cheyenne Municipal Code, 2.04.160 - Readings—Committee reports—Amendments. D. Contracts requiring governing body approval prior to execution by the mayor are as follows: 2. Purchase of new motor vehicles;

*Revised May 2023*

## **Purchase of Used Vehicles/Equipment**

Procurement of used vehicles and/or used equipment will be processed through the Purchasing Manager prior to any commitment being made to a seller. The department requesting the used vehicle or equipment should determine its minimum requirements for the unit and request a meeting with the Director of Public Works, Fleet Manager, and the Purchasing Manager.

### **Final selection of a used vehicle or used equipment must be approved by the Mayor, and the Director of Public Works.**

Selection will be made only from vehicles or equipment meeting or exceeding the minimum requirements set forth by the department/division. If the amount exceeds \$75,000.00 the expenditure must be approved by the Governing Body. The consideration to purchase must be placed on the Council Agenda for consideration of award. Upon Governing Body approval of the item, a requisition shall be entered by the department/division and a purchase order will be generated by the Purchasing Manager to initiate the order for goods or services, unless a contract is involved.

In order to comply with the requirements of Wyoming Statutes §15-1-112 and §15-1-113 departments desiring to dispose of a used vehicle valued at \$500 or more cannot use it as a trade-in on the purchase of another used vehicle. If not traded on a new vehicle, it must be advertised for sale by sealed bids or sold at public auction. Refer to the procedure for disposal of surplus property for additional information.

Wyoming Statute: §15-1-112, and §15-1-113

*Revised May 2023*



### **Purchasing Goods, Equipment or Vehicles at Auction**

If used equipment or a used vehicle that is needed by a department/division becomes available at an auction, the department/division should carefully preview the item with mechanics or other Fleet Maintenance personnel. The bid given for the item cannot exceed \$75,000.00 unless the department/division obtained prior approval of the Governing Body for the purchase of the item.

#### **Final approval must be granted by the Mayor, and the Director of Public Works.**

Before bidding on the item, the department/division must have verified with the auctioneer that a City purchase order will be accepted and should explain the City's payment procedure to the auctioneer.

If the auctioneer requires a purchase order prior to the auction, the department/division should enter a requisition that contains a general description of the item or items that will be bid upon, and list the amount that the department/division will not exceed for each item. A purchase order will be issued for the department/division representative to take to the auction, or to give to the auctioneer prior to the auction, according to arrangements made with the auctioneer. Because terms of sale may vary among auctioneers, arrangements should be coordinated with the Purchasing Manager prior to the date of the sale. The department/division should match sale receipts to the purchase order and note any price or item adjustments (these adjustments may require that the Purchasing Manager do a "change order"). The department/division signature for approval of payment should then be placed in the appropriate space on the "invoice/receipt", and it should be forwarded immediately to Accounts Payable to expedite payment.

*Revised May 2023*

## **Printing and Forms**

Orders for printing and forms should follow procurement procedures in accordance with expenditure limits. Because explicit specifications are normally necessary to obtain accurate price quotes for printing jobs, departments/divisions are encouraged to contact the Purchasing Manager for assistance in developing specifications and for requesting prices. Be advised that state law mandates that Wyoming printers be given a 10% preference if 75% or more of the work will be done in the state.<sup>1</sup> The preference is applied by adding 10% to the quotes or bids of firms doing less than 75% of the work in Wyoming.

If the department/division wishes the Purchasing Manager to assist in formulating the printing job description (specification), or if the probable cost is \$9,999.99 or more, it should submit a memo to the Purchasing Manager stating the quantity required along with a sample of the form, brochure, etc. Be sure to indicate any revisions that are needed. If the form or other printing is new, submit a "draft" sample or description that depicts size, copy, number of parts or pages, type of paper, ink color, and any other features, such as binding.

<sup>1</sup>Wyoming Statute §16-6-301

## **Business Cards and Letterhead Stationery**

Business card orders will be processed through the Budget and Finance Division. All cards will follow the standard format shown below unless a particular department has been exempted by the Mayor on the basis of specific departmental function that requires a unique logo.

Please submit requests for these business cards on a paper requisition that includes the quantity, budget information, and approver signature, with a sample to be imprinted. The Treasurer's Department will enter the requisition and submit the orders to the printer. \*Delivery will be approximately two (2) weeks thereafter.

Standard Format:

Name

Title

Address Including Room #.

City, State, Zip

Phone

Fax

Email

(City website if wanted)

Contact the Purchasing Manager for current prices.

\*If fewer than four orders of either 250 or 500 cards are received in the Budget and Finance Division by the cutoff date, the ordering departments/divisions will be contacted to see whether they want to order at a higher rate, or wait to combine their order with other departments/divisions at a lower rate.

Any business card order processed directly through a printer will be the responsibility of the ordering individual and will not be paid by City funds unless the order is for cards with a different format that has been approved by the Mayor.

City letterhead stationery and envelopes with the official logo are available in the Purchasing Division.

## **Uniforms, Special Work Clothing and Steel-Toe Footwear Policy**

### **Uniforms:**

Procurement of annual uniform requirements for uniformed employees will be in accordance with established purchasing procedures relative to the anticipated dollar amounts. Responsibility for furnishing uniforms is determined by the respective employee agreements.

### **Special Work Clothing:**

Non-uniformed employees whose job requirements or for whom City work policy requires the wearing of special work clothing or other safety-related apparel may be entitled to certain City-furnished clothing where work clothing allowances have been budgeted. The types of work clothing allowed under this policy include inclement -weather gear for employees required to work outdoors, and special work clothing required for specific position requirements such as lifeguards, security, or event staff. The first year an employee is hired, they are allowed to pick between a coat/jacket or coveralls. The next year, the employee is allowed the other item they didn't choose the first year. Replacements of these items are at the discretion of the department director/division administrator and may not be replaced every year. The employee will have to take their article of clothing into the department director/division administrator and explain why a new one is needed. The department director/division administrator will decide if the article of clothing needs to be replaced immediately. Some items may be sent to the cleaners instead of replacing them. Safety vests, work gloves, and hard hats will be provided for employees whose job requires them. City-furnished clothing shall be worn by the employee for work-related activities only.

Any item with the City logos must be returned upon leaving the City. The total cost of all items to be reimbursed to the City of Cheyenne will be deducted from the employee's final paycheck until payment for said items has been received.

Generally, the types of clothing found in an employee's normal wardrobe are not considered special work clothing and will not be approved. These include but are not limited to the following: shirts and t-shirts, socks, hats, baseballs caps, jeans, slacks, long underwear, and shoes.

*Revised May 2023*

## Steel-Toe Footwear:

Department budget's permitting, employees who are required for job-related safety reasons to wear steel-toe shoes or boots may be allowed up to Four-Hundred Dollars (\$400.00) per fiscal year to purchase up to two (2) pair of boots.

Employees may purchase one (1) pair of boots for the Spring/Summer season, and one (1) pair of boots for the Fall/Winter season. The Four-Hundred Dollar (\$400.00) purchasing allowance may be split between each boot purchase, in order to maximize the benefit for the employee (A 50% - 50% split of the purchasing allowance is not required for each pair of boots purchased, i.e. the employee may spend more on their winter pair of boots than their summer pair of boots if so desired). Employees shall be responsible for ensuring they do not exceed the Four-Hundred Dollar (\$400.00) allowance in each fiscal year and are personally responsible to cover all costs in excess of the Four-Hundred Dollar (\$400.00) allowance.

All boot purchases are subject to Department Director discretion and approval. City-furnished footwear shall be worn by the employee for work-related activities only.

**PROOF OF THE ASTM SAFETY COMPLIANCE WITH RATING A OF F2413-11, A RECEIPT OR INVOICE FOR THE TRANSACTION, AND THE BELOW CLOTHING & FOOTWEAR AGREEMENT MUST BE SUBMITTED TO YOUR DEPARTMENT DIRECTOR OR DIVISION ADMINISTRATOR FOR EACH PURCHASE.** If footwear is damaged or becomes unusable due to job related wear and tear, the City may replace the damaged footwear at the discretion and written approval of the Department Director or Division Administrator. Employees shall be responsible to replace at their own expense if the footwear becomes lost, or damaged due to negligence or improper use.

### **Clothing & Footwear Agreement**

New employees on the probation period as defined by the City of Cheyenne Personnel Rules & Regulations shall reimburse the City for all clothing and footwear purchased by the City if terminated or resigns while on probation. All other employees who resign or are terminated within ninety (90) days of the purchase of clothing or footwear provided by the City, agree to reimburse the City for the cost of all items purchased within the ninety (90) day period. The total cost of all items to be reimbursed back to the City of Cheyenne will be deducted from the employee's final paycheck until payment for said items has been received.

I have read, understood and agree to the procedures and terms of the City of Cheyenne Uniforms, Special Work Clothing and Steel-Toe Footwear policy as provided in the City of Cheyenne Purchasing Manual. If you do not agree to these terms, the employee will be required to purchase their own work clothing and footwear as required.

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Name of Employee

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Signature of Employee

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Date

**NOTE: This form MUST be turned in with the invoice before the invoice is paid**

*Revised May 2023*

## **Miscellaneous Purchases**

### **1. Public Celebrations and Events:**

The City of Cheyenne may expend funds for events in furtherance of a public purpose. City funds may be utilized for the annual summer picnic, the annual employee's holiday lunch, the annual Director's dinner, and the City Council straw poll dinner. Expenses for these permitted events shall be limited by the per diem rates described elsewhere in these policies.

### **2. Coffee, Food, Light Refreshments:**

- a. The purchase of food and drink items shall be limited to when employees and public officials are required to work an extended period of time outside of normal business hours (specific work sessions or meetings to discuss business not normally considered routine), or when conducting City business to the benefit of the public (such as public hearings, or public work sessions), when the public is encouraged and invited to attend.
  - i. This includes instances of the City performing outreach or education to the public via workshops, training or forums (such as Citizens Police Academy, or Junior Leadership of Laramie County).
  - ii. In accordance with this Policy, the purchase of Coffee, Food, or Light Refreshments may be purchased with City funds for certain types of internal staff trainings. These types of trainings include classroom style training and field training, where all day training sessions do not allow for a break over a meal period. This also applies to staff testing sessions or interview boards, as they specifically relate to position specific career advancements and testing requirements. Test proctors and assistants may be included in the coverage of this provision. Coffee, Food, or Light Refreshments may be purchased with City funds for promotion ceremonies for Uniformed Employees when the public is encouraged and invited to attend.
- b. Providing coffee, food or light refreshments for these types of meetings is appropriate only when, due to the scheduling of a meeting, it is not feasible for attendees to eat prior to the commencement of the meeting, or if the duration of the meeting necessitates providing coffee, food or light refreshments. Whenever possible, meetings shall not be scheduled concurrent or adjacent to meal periods in order to reduce the necessity of providing coffee, food or light refreshments. If a delivery service is utilized, tips or gratuities shall not exceed 20%.
  - i. Drink items shall be limited to coffee, tea, sugar, creamer, water, and cups. Flavored coffees, hot chocolate, cider, etc. shall not be purchased with City funds.

- ii. Light refreshment items shall be limited to donuts, cookies, sweet rolls, pieces of fruit, cheese, or other items of similar nominal cost.
  - iii. Food items shall be limited to what serves the needs of the meeting attendees at the least cost to the City. Examples include pizza or sandwiches that are easily divided among meeting attendees.
- c. Routine individual or private group meetings conducted with City staff during normal working hours are ineligible for the purchase of coffee, food or light refreshments with City funds. Normally scheduled recurring meetings such as the Finance Committee, Public Services Committee, City Council Meeting, or any other regularly scheduled recurring meetings are also ineligible for the purchase of coffee, food or light refreshments with City funds. These types of meetings are conducted on a regular basis to discuss typical day-to-day City operations.
- d. Coffee, food, or light refreshments, for employees use during normal working hours, are considered personal and not for a public purpose. This is improper unless specifically provided for in a collective bargaining agreement.
- e. Commercial bottled water service such as Culligan or Deep Rock shall be allowed if water is available to the public. Bottled water is permissible for use in the Mayor's office, as well as City Council chambers and office.
- f. The provisions of this section relating to the purchase of Coffee, Food, Light Refreshments does not apply to the purchase of the following:
  - i. The purchase of items for resale as concessions.
  - ii. The purchase of items to meet the requirements or provisions of Performance Agreements for acts and artists hired by the City of Cheyenne.

### **3. Local Meeting Meal Reimbursement:**

- a. When an individual City employee or official, acting in his/her official capacity, is required to attend a luncheon or other meeting at a local establishment where meals are served, the employee should pay for the meal and can be reimbursed through the petty cash fund in the City Treasurer's Office if under \$25.00. Any tip or gratuity shall not exceed 20%. When the meal receipt is presented for reimbursement, it must be accompanied by a properly filled out petty cash reimbursement form signed by the Department Director or Division Administrator. Petty cash reimbursement forms may be obtained from the City Treasurer's Office.
- b. The following criteria must be met in order for the local meeting meal reimbursement to be considered valid:

- i. The meeting shall be to discuss business to the benefit of the public with an entity that has a legitimate claim to conduct business with or for the City of Cheyenne.
  - ii. The meeting is not solely between or among City staff.
  - iii. The meeting could not be accomplished during normal working hours.
  - iv. The individual attending the meeting is employed at an executive or managerial level such as elected officials, department director or division administrator.
- c. Meetings or presentations conducted concurrently during a lunch meal, (such as a Chamber of Commerce luncheon), may be reimbursed by the City if the meeting meets the above requirements of this section.
  - d. Upon completion of a valid local meeting where a meal reimbursement is requested, a brief summary of the purpose of the meeting shall be provided with the reimbursement request to document the business discussed.

**4. Non-Local Meeting Meal Reimbursement:**

Reimbursements for meetings outside of Cheyenne shall be processed in accordance with the City of Cheyenne Travel Policy (see Section 1.A.).

**5. Hosting/Sponsoring Appreciation Banquets:**

City funds may be utilized to host events such as the Youth Alternatives Volunteer Appreciation Banquet, on an annual basis. All costs shall required shall be spent in accordance with City Policy (Venue Rentals, Meals, Etc).

**6. Retirement/Recognition Functions and Employee and Retiree Gifts/Flowers:**

- a. Gifts or plaques for employees or officials, flowers for any purpose such as funerals and recognition dinners for staff, are usually not for a public purpose and therefore are not an allowable expense.
- b. The purchase of coffee, food or light refreshments for retirement functions, appointment ceremonies, promotion ceremonies and service recognition ceremonies are ineligible for purchase with City funds, unless for Uniformed Employees when the public is encouraged and invited to attend.
- c. If City funds are to be utilized to provide gifts to employees or officials, it shall be in accordance with Internal Revenue Service rules for de minimis fringe benefits. De minimis benefits are items with low values that are given to employees. These types of gifts are to be utilized infrequently and only under special circumstances.



Any gift given in accordance with this section shall be so small as to make accounting for it unreasonable or impractical (i.e. one (1) coffee mug). Individuals who have served a complete term on a Mayoral appointed Board or Commission are eligible to receive a gift in accordance with this section. Except as noted below and in accordance with this section, gifts given to employees or officials are taxable and shall not be paid for utilizing City funds.

- d. All gifts shall be given in accordance with the Internal Revenue Service, Employer's Tax Guide to Fringe Benefits (Publication 15-B), Achievement Awards, and IRS Publication 535, Achievement Awards.
  - i. An achievement award is an item of tangible personal property that meets all the following requirements.
    - 1. It is given to an employee for length of service or safety achievement.
    - 2. It is awarded as part of a meaningful presentation.
    - 3. It is awarded under conditions and circumstances that don't create a significant likelihood of disguised pay.

**7. Promotional Items:**

- a. The purchase of promotional items must be for distribution to the public for the purpose of promoting or advertising City events. City staff shall not personally utilize City funded promotional items.

**8. Membership Dues:**

Membership dues to non-governmental associations such as the Wyoming Association of Municipalities, Cheyenne Chamber of Commerce, and Cheyenne-Laramie County Corporation for Economic Development (LEADS), as well as similar organizations that advise, inform and educate officials and employees are appropriate. Membership dues to recreational or social entities are not appropriate.

**9. Training and Education:**

Registration fees, lodging, travel, and meals while attending public informational or educational workshops and seminars are appropriate. All expenditures shall be conducted within the restrictions of the City of Cheyenne Travel Policy.

**10. Decorations:**

Decorations of any type cannot be purchased with City funds. The only exception to the policy is the purchase of holiday decorations for the purpose of decorating the exterior of the City of Cheyenne Municipal Building, Cheyenne Depot Plaza, and traffic signals and light poles in the downtown district. The City of Cheyenne may purchase holiday decorations for the interior and exterior of City owned facilities which are rented to the public.

**11. First Aid Supplies:**

City funds may be used to provide basic First Aid Supplies. Oral medications of any type shall not be purchased with City funds.

**12. Appliance for office use:**

No appliances may be purchased without approval from the Department Director. Appliances shall not be purchased for individuals but may be purchased if they can be utilized communally by more than one individual.

### 13. Gift Cards:

Generally, gift cards shall not be purchased with City funds for any purpose.

The only exception to this prohibition, is gift cards that are authorized in writing by certain federal or state grant programs. All purchases must be made within specific parameters permitted by the grant program and documentation provided that the gift card was used for an allowable cost of the program. The funding must be provided by the grant program, and City funds cannot be utilized for the purchase of Gift Cards.

Gift cards, considered cash equivalents, should be handled similar to cash, with appropriate controls and safeguards. Specifically:

1. Programs using gift cards must follow City fiscal policies specific to the use of these cards, including:
  - a. The prohibition of using gift cards to purchase tobacco and alcohol.
  - b. The misuse of gift cards/emergency assistance funds.
  - c. The creation of a log, which must be reconciled at least monthly, to include the following information: the gift card recipient, the intended use (de-identified if necessary, but must be able to track to the recipient for audit purposes), and the value and type of gift card (Wal-Mart, gas card, etc.)
  - d. Gift cards must be physically secured and safeguarded from unauthorized access, use or theft.
  - e. A disbursement receipt must be signed by the gift card recipient.
  - f. City departments should not distribute gift cards to employees. The IRS considers gift cards given to employees as cash equivalents and as such, are taxable income.
  - g. Gift cards that have an unused balance should be returned to the program for use by other recipients.
  - h. A custodian must be identified who is responsible for maintaining the physical inventory of the gift cards as well as the intended use of the funds.
2. Fuel cards can be provided to recipients who have an established need. Volunteers and staff members are not to be issued fuel cards, but instead, should be reimbursed for travel occurring as a part of regular duties in accordance with the programs' travel policy.
3. Program managers conducting on-site monitoring visits with programs will verify log entries for the issuance of gift cards.

*Revised May 2023*

## **Procurement of Public Art**

Sculpture and other public art will be purchased using the following guidelines. These guidelines do not prohibit the solicitation of formal Requests for Proposals (RFP'S) for any art project, if the Art in Public Places Committee (AIPP) or the Governing Body of the City wishes.

The City of Cheyenne Art in Public Places Committee (AIPP), which consists of nine members of the community, will consider proposals and make recommendation to the Governing Body on a continuing basis for sculpture or other art to be placed in various public locations owned by the City of Cheyenne. Artists are invited to submit proposals for their work for consideration throughout the year to the AIPP Committee. The Committee meets quarterly by ordinance, as long as budget funds are available, and may have special meetings during the year, at which times proposals may be reviewed.

The Committee will consider pieces for placement in various parks and other public areas of the City. The artist should have a definite subject corresponding to a specific location in mind when submitting a proposal. A maximum of twelve 35mm slides or digital pictures, showing recent work, a slide script, résumé, and graphic depiction (slides, photos, sketch, description no larger than 8½" x 14") of the proposed piece may be submitted. Proposals intended for consideration by the Art in Public Places Committee should be submitted to the City of Cheyenne Purchasing Manager , Room 309, 2101 O'Neil Avenue, Cheyenne, WY 82001.

The AIPP Committee and other City entities or departments/divisions may also consider pieces from collections, galleries, studios, or exhibits, or may request formal RFP's for specific projects. All public art selected by the AIPP committee or City departments/divisions is subject to final approval by the Governing Body of the City of Cheyenne. Proposals submitted in response to formal RFP's should be submitted to the City department that will be designated in the RFP.

Proposals will be kept on file at the City for a period not to exceed six (6) months unless earlier return of the materials is requested by the artist. Proposals of artists whose work is selected will not be returned. All proposals received will be considered public information by the City of Cheyenne. Any information considered by the artist to be privileged or confidential should not be revealed in the proposal.

## **Prohibition of Prepayment & Deposits**

It is the policy of the City of Cheyenne to not provide vendors any form of Prepayment, Advance Payment, or Deposit prior to the receipt of goods or services. This is a best practice to ensure protection of the City's assets and provides a reduction in the potential financial risk of prepaying for goods or services in the event the vendor fails to perform.

It is important to review quotations/estimates/proposals provided by vendors to ensure that there are no terms or conditions requiring any form of prepayment.

The City of Cheyenne issues Purchase Orders to accept quotations and estimates from vendors, and this is the City's formal acceptance to the vendor.

Any Department or Division that encounters a vendor that is unwilling to waive prepayment terms shall coordinate with the Purchasing Manager to review any available options.

*Revised May 2023*

## **PART III – PROFESSIONAL SERVICES**

### **Professional Services**

For the purposes of this Purchasing Policy Manual, the phrase "Professional Services" is defined as follows: services rendered by members of a recognized profession or by persons possessing special skills or expertise. Professional Services include the provision of information, advice, training, or assistance. As typical examples, professional services agreements are used to purchase the services of licensed professionals or other experts in the form of studies, reports, memoranda, designs, templates, information technology programming, and other like or similar matters. Professional services agreements are also used to purchase the services of professionals and other experts in the form of presentations, seminars, legal representation, and other like or similar functions. Professional services agreements are also used to purchase the services of professionals and other experts in the form of administration or management services, such as construction contract administration services.

Professional Services agreements are typically used to procure the services of accountants, auditors, actuaries, appraisers, architects, attorneys, business consultants, business development managers, copywriters, engineers, land surveyors, public relations professionals, recruiters, researchers, real estate agents and brokers, translators and medical service providers.

The Professional Services policies contained in this manual may not be used to procure construction services in the form of labor or materials to construct or maintain streets, alleys, sidewalks, bridges, water mains, sewer mains, drainage facilities, or other public buildings or infrastructure. These Professional Services policies may not be used to purchase moveable equipment, components, or fixtures even if such items are being purchased by the City pursuant to a sales and installation contract.

Professional Services agreements may not be treated as "sole source" contracts.

*Revised May 2023*

## **Procurement of Professional Services for Architects, Engineers and Land Surveyors**

### **1. GENERALLY**

- a. Although Wyoming Statute §15-1-113(a) specifically exempts contracts for professional services from bidding requirements, the City has determined that it should adopt a formal procedure for the selection of these services.

Note: Contracts for less than \$200,000 do not require proposals; however, the City Engineer or contracting department may utilize the proposal process for a contract of any amount. Firms for consideration should be selected from SOQ's (Statements of Qualification) on file in the office of the City Engineer. All Professional Services contracts in excess of \$75,000.00 shall be subject to Governing Body approval in accordance with Cheyenne City Code 2.04.160.

- b. The services addressed in this procedure apply to contracts with architects, engineers and land surveyors which total \$200,000 or more.
- c. Wyoming Statute §9-2-1027 through §9-2-1033 pertains to State of Wyoming agencies and is known as the "Professional Architectural, Engineering and Land Surveying Services Procurement Act" (the Act). The City has adopted §9-2-1030 through §9-2-1032 of the Act for inclusion in its procedure governing procurement of these services.
  - i. The City will advertise the RFP two (2) times in a local newspaper. (see example of advertisement on page III.6)
  - ii. The City will consider all interested consultants qualified to provide the required professional services.

### **2. PRE-PROPOSAL PROCEDURES**

- a. List of qualified professionals to be developed:
  - i. The City Engineer will develop and maintain lists of qualified architects, engineers and land surveyors for selection under this procedure. The consultants shall be required to submit detailed Statements of Qualifications (SOQ) and performance data, and any other information required by the City. The City Engineer's Office will provide copies upon request.
  - ii. The completed SOQ's and forms will be kept on file in the office of the City Engineer and must be updated by the consultants every two (2) years, or more often if conditions in the status of the firm have changed.

b. RFP Format

- i. The City Engineer will develop an RFP format as a guideline for departments/divisions to use with the requests for proposals. The form may be revised from time to time or modified for specific projects as necessary. The City Engineer will develop standard rating/weight forms to be used in the selection process.

c. Scope of Work to be developed by Department/Division

- i. The department/division procuring professional services should develop the scope of work within the standard format, according to its needs. The Purchasing Manager will provide the RFP number. The RFP will be reviewed by the City Engineer, the Purchasing Manager, City Attorney, and Risk Specialist. The Risk Specialist will determine the type and extent of general and professional liability insurance coverage, if any, that should be considered for the project.

d. Coordination with City Departments/Divisions

- i. The department/division will coordinate its requirements with the City Engineer who will assist the department/division in determining the qualifications required of a consultant for the specific project. The City Engineer and the department/division will review the SOQ forms submitted and develop a list of consultants suited to the requirements of the project.

e. Contents of RFP

- i. The RFP shall state all the evaluation factors that will be used. The Standard Rating/Weight Form shall be included in all RFP documents and will show the weighted values assigned to the evaluation criteria for the project. There should be no deviation from the established criteria in evaluating proposals.
- ii. The RFP should describe the entire project giving a complete description of the contemplated work, and include the proposed construction budget. It should state whether proposals will address engineering design only, or whether construction engineering (construction management) will also be included. If construction engineering is included, costs should be requested with the initial proposal if feasible. If negotiated after the design phase is complete, the construction engineering may only be added to the contract with the original consultant as a contract modification in accordance with Section V Paragraph f, CONTRACT PROCEDURE.
- iii. All proposals received will be considered public information by the City of Cheyenne. The RFP should advise consultants that any information considered by them to be trade secrets privileged or confidential data should



not be revealed in the proposal. Contents of proposals received and completed rating sheets will be made available upon request after the selection process has been completed and the contract has been awarded. A copy of the proposal of the firm awarded the contract will be kept on file with the project records of the department/division. The proposal that is approved, as well as one copy of all other proposals received, and any audio recording made at the pre-proposal or other meetings during the RFP process will be maintained by the City for the minimum timeframe pursuant to the City's Records Retention Schedules. request.

### 3. NOTICE

- a. The department/division will publish an advertisement in a local newspaper (see example advertisement) notifying prospective consultants that proposals are being requested. The advertisement should be published two (2) times, at least a week apart. Except under unusual circumstances, the second ad should appear not less than two weeks before the RFP closing date. Three or more weeks' notice is recommended whenever possible to give consultants sufficient time to prepare proposals.
- b. The publication should include a general description of the project, the date, time and place proposal will be due, and where interested consultants can obtain the RFP documents.
- c. The department/division may notify architects, engineers and land surveyors of records who have submitted current SOQ's and performance data, and whose names appear on the qualified consultant list created for the project, that proposals are being requested. This can be accomplished by sending them a letter, a copy of the newspaper advertisement, or through email. The department/division will then provide the RFP documents upon request. An electronic copy shall be sent to the Purchasing Division for placement on the website.
- d. Information given to any consultant must be available to all. Discussion with consultants about the project prior to proposal deadline should take place in an open "pre-proposal" meeting. If a decision to have a meeting is made after the RFP is issued, notice of the meeting should be provided to all consultants with RFP documents. The meeting should be scheduled with sufficient time before proposals are due to allow all interested consultants to formulate questions or comments to be presented at the meeting.

- Pre-Proposal Conference Remarks:
  - a. Opening
  - b. Welcome – thank you for coming – introductions – route sign-in sheet.
  - c. Restate proposal opening date and time – late proposals not accepted
  - d. Number of copies required; one clearly marked as original
  - e. Signature requirements – Affidavit, proposal page
  - f. Remind to review insurance requirements
  - g. Addendum procedure – the need to acknowledge with their proposal
  - h. Open for questions and answers – may go through solicitation page-by-page, section-by-section, or open for questions, whichever appropriate.
- Conclusion
  - a. Thank you for coming
  - b. Indicate whether or not an addendum will be issued
  - c. Point of contact for questions is \_\_\_\_\_ – note deadline for any additional questions is (date and time).
  - d. Restate the due date and time – no late bids will be accepted. Get proposals in well ahead of the due date and time.

#### 4. Addendums

- a. After the pre-proposal meeting, or if there were any questions prior to the pre-proposal meeting, an addendum will need to be sent out to all interested parties. An addendum must be out at least one (1) week before the proposals are due.

Example of Newspaper Ad:

RFP-X-XX (number requested from the Purchasing Manager)

The City of Cheyenne is requesting proposals for      name of project (RFP)      .

Proposals must be submitted in writing no later than      time      on      date      to the City of Cheyenne      , Room      ,      address, , Cheyenne, WY. Upon request, the RFP documents are available from the      Department by calling 307/      , or by requesting them online at [www.cheyennecity.org](http://www.cheyennecity.org).

There will be a pre-submittal meeting on this project      date of meeting      at      time      location of pre-submittal meeting      , Cheyenne, WY.

The Provisions of Wyoming Statute §15-1-113 are by reference made a part of the bidding documents.

The City of Cheyenne reserves the right to reject any and all proposals, and to waive any formality or technicality in the Proposals in the interest of the City.

Name of Contact,  
Title

Publication: Wyoming Tribune-Eagle

Dates:      At least two (2) times, a week apart.

## 5. SELECTION PROCEDURES

- a. Proposals shall be received in the Purchasing Manager's office.
- b. All proposals received by the advertised deadline shall be considered.
- c. Criteria shall include: the ability of professional personnel, financial stability, past performance, willingness to meet time requirements, location, current and projected workloads. Other criteria pertinent to the project may also be included.
- d. The department/division is responsible for designating the selection committee to review proposals and for distributing the proposals to the committee participants. The City Engineer, or designee, shall be invited to participate on all selection committees. Each member of the committee should complete a weighted rating form for each respondent. Anyone on the committee who has not reviewed all proposals and completed a rating form for each proposer cannot participate in the selection.

- e. The committee will select one or more qualified firms for interviews. The number selected will be based upon the complexity of the project and the qualifications of consultants, and the interviews will include discussion of each firm's projections of project costs, qualifications, approaches to the project, ability to furnish required professional services, use of alternative methods for furnishing required professional services based on the City's description of the work. If unsatisfied with the results of the interviews, the City may select additional firms for interviews.
- f. In conducting discussions with a consultant, committee members may not discuss information derived from proposals submitted by competing consultants.

## 6. CONTRACT PROCEDURE

- a. After the selection committee has reviewed proposals and interviewed consultants in accordance with the preceding procedure, the City Engineer and department/division will negotiate a written contract with the selected firm. Estimated value, scope, complexity and professional nature of the services to be rendered will be considered when determining reasonable compensation.
- b. If the City is unable to negotiate a satisfactory contract with the selected firm at a price determined fair and reasonable, negotiations with that firm will be terminated. Negotiations will then begin with the second ranked firm. If the City fails to negotiate a satisfactory contract with the second firm, negotiations with that firm will be terminated and negotiations with the third ranked firm shall begin, and so on, until a satisfactory contract is reached. If the City fails to negotiate a satisfactory contract with any of the qualified firms submitting proposals, the possible causes should be reviewed, and negotiations resumed beginning with the highest ranked firm.
- c. Each contract for professional services shall contain a prohibition against gratuities, kickbacks and contingent fees. The architect, registered land surveyor or professional engineer shall certify under oath that he/she has not in any way been involved in any gratuities, kickbacks, or contingent fees in connection with his selection or ultimate performance of the contract.
- d. Each contract for professional services entered into by the City shall contain a prohibition against payment based upon a percentage of the construction cost.
- e. Each contract must be approved by the City Attorney prior to execution. Contracts exceeding seventy-five thousand dollars (\$75,000.00) require Governing Body approval. The department shall fill out a "City Council Agenda Item Sheet" for the contract and submit it along with appropriate documentation to the City Clerk's office for placement on the Council Agenda in accordance with policy.

- f. Additional services needed for a specific or ongoing project may be negotiated and added to the contract with the original consultant only by contract modification approved by the Governing Body. New proposals may be requested if the Governing Body or the City Engineer and department/division deem it to be appropriate and in the City's best interest.

*Revised May 2023*

**Procurement of Professional Services for Accounting, Financial, Legal, Planning,  
Management, Information Technology Consultants and Professionals and Experts Other  
than Architects, Engineers, and Surveyors**

Professional services addressed herein include but are not limited to services customarily rendered by attorneys, certified public accountants, financial personnel, systems development, consultants, and planning and management consultants.

Note: Procurement of public art is addressed in a separate procedure titled Procurement Procedure for Purchase of Public Art.

Services provided by architects, engineers and land surveyors are addressed in a separate procedure titled Procurement of Professional Services of Architects, Engineers and Land Surveyors for the City of Cheyenne.

Legal and health-related services do not require RFP's.

Although Wyoming Statute §15-1-113(a) exempts contracts for professional services from the requirement to advertise for bids, it is the policy of the City to advertise and to request proposals from an adequate number of sources to permit reasonable competition consistent with the amount, nature and requirements of the procurement. Contracts for less than \$200,000.00 do not require proposals; however, the Purchasing Manager may utilize the proposal process for a contract of any amount. All Professional Services contracts in excess of \$75,000.00 shall be subject to Governing Body approval in accordance with Cheyenne City Code 2.04.160.

All proposals received will be considered public information by the City of Cheyenne. The RFP should advise consultants that any information considered by them to be trade secrets, privileged or confidential data should not be revealed in the proposal. Contents of proposals received and completed rating sheets will be made available upon request after the selection process has been completed and the contract has been awarded. The proposal that is approved, as well as one copy of all other proposals received, and any audio recording made at the pre-proposal or other meetings during the RFP process will be maintained by the City for the minimum timeframe pursuant to the City's Records Retention Schedules.

The department/division should develop the RFP according to its needs and have the RFP reviewed by the Purchasing Manager. The department/division shall determine the type and extent of general and professional liability insurance coverage, if any, that should be considered. The Purchasing Manager shall assign an RFP number, and if requested by the department, may assist in preparation of the RFP and a notice to be published in the local newspaper.

RFP documents should be sent to persons or firms who have indicated an interest in providing the kinds of services requested. Proposals shall be delivered to the Purchasing Manager. The department/division is responsible for the designation of the evaluation committee to review proposals and for distribution of the proposal to the committee participants.

The committee will select one (1) or more qualified firms for interviews. The number selected shall be based upon the complexity of the project and the qualifications of consultants, and the interviews shall include a review of each firm's projections of project costs, qualifications, approaches to the project, ability to furnish required professional services, use of alternative methods for furnishing required professional services based on the City's description of the work. If unsatisfied with the results of the interviews, the City may select additional firms for interviews.

The RFP shall state all the evaluation factors that will be considered. There should be no deviation from the established criteria in evaluating proposals. All eligible respondents must receive impartial and equitable consideration. It is the objective of the City to award the contract to the respondent most likely to perform in a manner most advantageous to the City, all factors considered.

After the selection committee has reviewed proposals and interviewed consultants in accordance with the preceding procedure, the department/division will negotiate a written contract with the selected firm. Estimated value, scope, complexity and professional nature of the services to be rendered will be considered when determining reasonable compensation.

Each contract shall be approved by the City Attorney prior to execution. Contracts exceeding Seventy-Five Thousand Dollars (\$75,000.00) require Governing Body approval and shall be placed on the Governing Body's agenda pursuant to established procedures.

*Revised May 2023*

## **PART IV – MISCELLANEOUS PROCEDURES**

### **Disposal of Surplus Property**

In compliance with Wyoming Statute §15-1-112, any City-owned property valued at \$500 or more, except used vehicles traded in on new vehicles, shall be formally advertised calling for sealed bids or sold at public auction, unless sold to an agency of the federal government, State of Wyoming, or a political subdivision of the State of Wyoming upon fulfillment of the same conditions specified for trades involving real property.

Any department wishing to dispose of an item should submit a memorandum to the Purchasing Manager giving a complete description of the item, reason for disposal, its location, and an estimate of its value. If the estimated value is less than \$500, the Purchasing Manager may elect to get additional estimates of the value.

If the value is reasonably determined to be less than \$500, the department/division will then, by memo, email, or other means, notify other City departments of the availability of the item. If no other City department needs the item, it may be sold to the person submitting the highest offer within a specified time or stored for later disposal at public auction.

If the item is estimated to be worth \$500 or more, the Purchasing Manager will notify other departments of the availability of the item. If not needed by the City, the item may be held and sold at the City's next scheduled public auction or may be advertised for sale by sealed bids. The Purchasing Manager will handle all aspects of the bidding process, including placing the "consideration of bids" on the agenda with recommendation for disposal of the item. At its discretion, the Governing Body may award the bid to the highest responsible bidder or may reject all bids.

Items determined to have no value should be recycled if possible or may be discarded if not recyclable.

Real property shall be declared surplus by the Governing Body and disposed of by soliciting bids; or it may be traded for other real property or sold or traded to the State of Wyoming, an agency or instrumentality of the state authorized to hold property in its name, or any political subdivision of the state, after a public hearing, notice of which includes the appraised value of the property and which is published at least once each week for three (3) consecutive weeks in a newspaper of general circulation in Laramie County.

When City departments/divisions need to dispose of computers, the computer first must be delivered to Information Technology (Room 110). I.T. will remove any software licensed to the City prior to final disposition of the computer. I.T. will ensure that only the appropriate software is transferred with the computer.

Ref: Wyo. Statute §15-1-112



## **Special Provisions Relating to the Sale, Lease or Other Disposal of Real Property” (Land and/or Buildings)**

Prior to the sale, lease or other disposal of real property, the following tasks must be performed:

A land description for the land to be sold, leased or disposed of must be prepared by the City Surveyor, City Engineer, or by an independent engineer, surveyor, or other non-City personnel. If prepared by an independent engineer, surveyor, or other non-City personnel the land description must be reviewed and approved by the City Surveyor or City Engineer.

An ownership and encumbrance report (O & E Report) must be obtained from a title insurance company doing business in Cheyenne. The price for an O & E Report is typically \$100.00. The purpose of the O & E report is to confirm that the City holds title to the land to be sold, leased or otherwise disposed of, whether the land is subject to reservations, easements, covenants, or other land use restrictions that should be considered by the City prior to the sale, lease or other disposition.

A Geographical Information System (GIS) report for the land to be sold, leased or otherwise disposed of should be prepared for the purpose of identifying sewer mains, water mains, storm sewer mains, storm water detention facilities, drainage easements, utility easements, and other matters which should be considered by the City prior to the sale, lease or other disposition.

A report for the land to be sold, leased or otherwise disposed of should be prepared by the City Clerk and the City Treasurer for the purpose of identifying whether the land is subject to restrictions imposed by prior deeds or other instruments of conveyance, by ordinances or resolutions, or by contractual relationships which may restrict the ability of the City to sell, lease, or dispose of the land. In particular, the report prepared by the City Treasurer should discuss whether the requirements of prior grant agreements restrict the City's ability to sell, lease or dispose of the land.

A report for the land to be sold, leased or otherwise disposed of should be prepared by the Planning Services Department describing all land use restrictions which are applicable to the property under the UDC and other provisions of the Cheyenne City Code.

A checklist shall be prepared demonstrating that each Department of City Government, specifically including the Board of Public Utilities, has considered the proposed sale, lease or other disposition of the land. Each Department must either approve the proposed sale, lease, or other disposition of land, state that the Department needs the land for any particular use, or state whether the Department objects to the proposed sale, lease or other disposition for any reason.

Following approval of the Mayor, and the Governing Body when required, and prior to the delivery of any deed, lease or other instrument conveying land, or any interest in land, to a buyer, lessee, or other grantee, the City must make a final determination whether it should reserve easements for rights-of-way, streets, alleys, water mains, sewer mains, storm water utilities, or other like or similar public infrastructure. This determination would typically be made by the City Engineer following a final consultation with the Board of Public Utilities.

## **Reimbursement to Employees for Purchase of Goods and Services**

Employees infrequently purchase items for City use with their own funds and apply to the City for reimbursement.

The City of Cheyenne maintains in-house charge accounts with most businesses and stores within Cheyenne, making it unnecessary to pay cash for these types of purchases. City employees paying with their own funds at stores where the City maintains in-house charge accounts, shall **NOT** be reimbursed for any tax incurred on the transaction. They shall be reimbursed for the cost of the goods or services only. These types of purchases should be processed on existing in-house charge accounts, so that they may be identified as tax exempt.

Employees should always show their City Identification cards when making purchases for the City whether they are paying cash or charging the expenditure to the City. Employees may charge items on behalf of the City only with authorization of the department/division director in accordance with departmentally established procedures. When charging to the City, always provide a name, and/or department/division. Also, sign and print your name legibly to ensure the invoice can easily be assigned to the correct department/division.

It is understood that an employee may be making an expenditure for a very small purchase from a store where the City rarely does business, or from a store that will not sell on a charge basis for very small amounts. In these situations, employees are not required to use their own funds to make a purchase for the City, but the employee may elect to do so. Expenditures made by an employee on behalf of the City are not exempt from sales taxes. Only expenditures charged to and paid directly by the City are tax exempt. When the transaction occurs at a business where the City does not have an established line of credit or where the business will not sell on a charge basis, the employee may be reimbursed for the cost of the goods or services and for any tax paid on the transaction. Attempts should be made to minimize the frequency of these types of purchases and utilize existing in-house charge accounts whenever possible or feasible.

### **Reimbursement Procedure:**

If an employee finds it necessary to pay cash, the expenditure must be approved by the department director or division administrator and be conducted in accordance with the above guidance.

If the expenditure is under \$25.00, the employee should then attach the itemized receipt from the cash transaction to a petty cash slip (available from the Budget and Finance Division). The petty cash slip must be signed by the department director or division administrator and then be presented to the Budget and Finance Division for reimbursement. If the expenditure exceeds \$25.00, the department/division must enter a requisition to reimburse the employee. The reimbursement will be processed through the normal purchase order/voucher “payable” process which is presented to the Governing Body twice monthly.

This procedure does not apply to travel reimbursement. See the City of Cheyenne Travel Policy for additional information.

*Revised March 2020*

## **Exemption from Taxes**

Direct purchases made by the City of Cheyenne shall not include State or Federal Taxes. The City of Cheyenne is tax exempt.

If a vendor requests a copy of the of the City's Tax Exemption Certificate, a Streamlined Sales & Use Tax Agreement –Certificate of Exemption may be found on the S: Drive, **S:\Purchasing\Tax Exempt**

Any departments that need additional assistance with notifying vendors of the City of Cheyenne's Tax Exempt status are encouraged to request assistance from the Purchasing Manager.

### **NOTE: Regarding taxes identified during the Requisition Process**

1. If a requisition enterer identifies tax on an Invoice, they should contact the vendor to let them know the City is tax exempt, and provide them with a Tax Exempt Certificate if required. They should also inform the vendor that the City will be short paying the Invoice, and instruct the vendor about how much the City will be remitting payment for (amount, less tax).
  - a. Purchasing can generate a Tax Exempt form for any vendor if needed.
2. The requisition enterer should hand write a note on the Invoice stating who they talked to at the company, and that the company was OK with Short Paying the Invoice.
  - a. i.e. "Talked to Laura at Culligan, and advised to short pay the Invoice less the tax"
3. If an Invoice with Tax makes it through the workflow to Purchasing (fully approved Requisition) with the Tax included, Purchasing will manually adjust the tax off, provide a Tax Exempt Form for the subject vendor to the requisition enterer, and it will be the Department's responsibility to reach out to the vendor to provide the Tax Exempt information & and inform the vendor that a short payment is forthcoming.

*Revised May 2023*

## Requisitions, Purchase Orders, and Invoicing

A requisition is a request to generate a purchase order. Requisitions are initiated by the requesting department/division. Requisitions are normally computer-generated utilizing Innoprise, the City's accounting software. All requisitions must be in accordance with the appropriate provision of this Purchasing Policy.

### Review of Invoice

Prior to entering a requisition, departments are instructed to carefully review their bills and documents before they are entered in Innoprise.

Things to check before a document is entered:

1. Carefully examine the document before you enter.
  - a. Itemized invoice vs. Statement (The City does not pay off statements)
  - b. Don't pay off shipping bills, pick tickets, or order summaries. Look for the word **"invoice"**
    - i. Potential for duplicate payments, and statements aren't itemized.
2. Is it for your department / division?
3. Have the services been received / equipment delivered?
  - a. Invoices **cannot** and **should not be paid**, prior to the work being completed / equipment being delivered / etc.
  - b. The City of Cheyenne **cannot** pay off a quote or estimate.
4. Is there tax on the invoice? (The City is tax exempt)
5. Is it for an order that already has an existing purchase order? (Duplicate Entry)

If the document you are preparing to process for payment via a requisition meets the above criteria, move to the procedures listed in the next section, Requisition Entry.

### Requisition Entry

Each department/division has designated employees who enter requisitions. The requisition enterer inputs the requisition including vendor, description, amount, and budget code. The requisition enterer is also responsible for attaching the invoice or backup documentation. Additional information may be included or attached to the requisition to justify the expenditure. Descriptions must be short, concise and understandable by approvers at all levels.

*Example of a **poor** description:*

Mop, Broom, Bucket, Rags, Pine-Sol, Windex, 409 Spray

*Example of a **good** description:*

Cleaning supplies for Botanic Gardens meeting room

Descriptions should also contain the **time period** for the service if applicable:

Copier Lease Payment for 11/15/19 Thru 12/15/19

Cleaning Services for Botanic Gardens for November 2019

The requisition enterer also ensures there is adequate budget available for the transaction. If not, the enterer will also initiate a budget transfer and include a note to that effect in the “User Comments” section. Finally, the enterer is responsible to ensure the vendor address is correct.

### **Requisition Approval**

Each department/division also has designated employees who provide approval of requisitions. This requisition approver is responsible to ensure the purchase is appropriate and the account used is accurate. They also provide an additional check for adequate available funds. Approvers are legally responsible for all requisitions they approve. They should be verifying the vendor, transaction, line items, and invoice totals for accuracy.

Note: If the cost of purchasing goods or services is split between two (2) or more departments, one (1) of those departments must prepare a paper “manual” or “hand” requisition for approval by all departments involved. The requisitions approver will need to sign off on the paper requisition to give the Treasurer’s Department authorization to process this request. The requisition will not be processed without the proper signatures of each department. Upon receipt of the completed and approved requisition, the Treasurer’s Department will prepare a requisition, generate a purchase order and notify all departments involved of the purchase order number. Departments should report any errors on the purchase order to the Purchasing Division immediately. Blank paper requisitions are available on the S: Drive: Purchasing, Purchasing Policy Forms.

If a budget transfer is required, the Budget and Finance Division must approve the requisition before a purchase order is generated.

### **Purchasing Approval**

The Purchasing Manager provides final approval and review of all requisitions. The Purchasing Manager reviews the requisition for compliance with the City’s Purchasing Policy, and if necessary, will contact the requisition enterer and requisition approver to discuss any problems (tax on invoices, incorrect dollar amounts, etc). When all requirements of this manual have been met the Purchasing Manager will generate a purchase order from the correct and approved requisition.

### **Purchase Order Issuance**

Upon issuance of the Purchase Order, invoices shall be turned in for processing and payment. Departments shall write the Purchase Order number on the invoice in the perjury stamp box and bring the invoice to the ‘Invoice’ basket in the Budget and Finance Division, located at 2101 O’Neil Ave, Room 309. Departments may also submit invoices via interoffice mail.

Purchase Orders that are issued based from a quote or estimate are held open, until the goods or services have been rendered. Departments shall wait until a final invoice is sent by the vendor after the goods or services have been rendered. Once a final invoice is available, the department may turn the invoice in for payment. Departments shall not turn in quotes or estimates to pay from.

*Revised March 2020*

## Change Orders

Change Orders are required if the purchase order has already been generated. The Purchasing Manager can complete a change order on any purchase order that has not been fully invoiced. If the purchase order has been fully invoiced, and it is realized the account number is incorrect, the Budget and Finance Division will need to be contacted to do an adjusting journal entry.

When a change order is needed, an email shall be sent to the Purchasing Manager describing the change and the new dollar amount, and the Purchasing Manager will process the change order if the change is within the scope of the Purchasing Policy.

### **Example of a change order:**

Ordering a bulk amount of a commodity, the amount may slightly vary. For example, you request a purchase order for 40,000 lbs. of fertilizer, and they provide you 40,100 lbs. Due to delivery and loading methods, changes like this are acceptable.

**Any variance to the scope of the project should be discussed with purchasing prior to authorizing a vendor to proceed with a change.** A change in scope may result in significant impacts to the overall procurement.

*Revised March 2020*

## **PART V – MISCELLANEOUS POLICIES**

### **Computer Equipment/Software**

#### **PURPOSE AND SCOPE**

These guidelines establish internal administrative policy for the acquisition of computer equipment and ensure software/system compatibility and related security measures. These guidelines apply to equipment intended for individual use by City personnel.

#### **COMPUTER EQUIPMENT-DEFINED**

Computer equipment, as defined in these guidelines, means desktop computer operating systems (CPU, keyboard, speakers, and mouse, anything that ties into the system); equipment intended for operation by individual end users. It does not include laptops, monitors or software purchases, although the Information Technology (I.T.) Division staff must be consulted prior to purchase to review for compatibility with I.T. systems and acquire price quotes.

#### **SOFTWARE**

Software includes, but is not limited to, such packages as Microsoft Office, (Word, Excel, PowerPoint) Corel Suite, (WordPerfect, Quattro Pro, Presentations) and Lotus Notes. I.T. Division staff will not install software on computer equipment without proof of license agreements.

#### **FUNDING**

Departments/Divisions will fund equipment acquisitions. I.T. Division staff must provide assistance with price quotes and will provide price quotes to the Purchasing Manager.

An annual allotment of Optional 1% Sales Tax Capital Equipment funds, as determined by the Mayor, may be used to purchase desktop computers. This funding is intended to provide a consistent computer equipment replacement program.

#### **PROCEDURES**

All departments/divisions will send requests for computer equipment to the I.T. Division. I.T. Division staff must obtain applicable price quotes. Original quotes will be sent to the Purchasing Manager with a copy to the requestor.

If the equipment is to be connected to or communicate with the City's computer systems, the Director or Assistant Director of I.T. must provide written approval on recommended price quote to ensure compatibility and address system administration and security concerns.

Computer replacement program will be based on the following:

An annual inventory of personal computer equipment by I.T staff to determine need.

Prioritize replacement computers based on age, operating system, software requirements, compatibility and speed of current equipment.

Additional computer equipment (not replacements) may be acquired based upon emergency, unusual situations or extenuating circumstances as approved by the Director of I.T. and the Director of Public Works.

Monitors and software purchased in conjunction with computer equipment will be paid for by the requesting department/division.

Hardware replacement such as printers/plotters, etc., will be purchased by the department/division.



## **City of Cheyenne Purchasing Card Policy**

### **1. PURPOSE**

This Purchasing Card Policy sets forth and explains the City of Cheyenne's Purchasing Card Program. The purpose of the Program is to:

- A. Ensure that procurement with City purchasing cards is accomplished in accordance with the policies, procedures, rules and restrictions established by the City and set forth in this Policy and the City's current purchasing policies.
- B. Enhance the productivity, significantly reduce paperwork, improve controls, and reduce the overall costs associated with small purchases.
- C. Ensure appropriate internal controls are established within each department utilizing purchasing cards so that such cards are only used for authorized purposes.
- D. Ensure that the City of Cheyenne bears no legal liability from inappropriate or unlawful use of purchasing cards.

### **2. CARDHOLDER AGREEMENT WITH PROGRAM POLICIES**

The Purchasing Card Program utilizes two types of purchasing cards: individually issued purchasing cards and Division cards which may be issued for single purchases, acquisitions, or travel expenses.

All Cardholders, of either type of card issued, are obligated to adhere to the terms of this Policy and the City's current purchasing policies, which should be read carefully. Cardholders will only be issued purchasing cards after receipt of a signed Purchasing Card Agreement by the City Treasurer's Office. A Cardholder's signature on the Agreement indicates that he or she understands the intent of the Purchasing Card Program and agrees to adhere to the established guidelines and policies.

### **3. PROGRAM ADMINISTRATION.**

The Purchasing Card Program is administrated by the City Treasurer. The City Treasurer, along with his or her designees, is responsible for ensuring that all policies and procedures are followed.

### **4. AUTHORIZATION FOR ISSUANCE OF PURCHASING CARDS.**

Purchasing cards will be issued only to authorized City employees and elected officials. In general, the charge limit for purchasing cards is \$2,500.00. This limit may be modified by written request of the Mayor or the Department Directors.

The Mayor is responsible for authorizing the issuance of purchasing cards to elected officials and for setting the charge limits on such cards if those limits differ from the general limit.

Department Directors are responsible for authorizing the issuance of purchasing cards to eligible employees and for setting the charge limits on such cards if those limits differ from the general limit.

**5. PROCEDURES FOR ISSUANCE OF PURCHASING CARDS.**

- A. Purchasing card requests must be made by submitting a fully executed Purchasing Card Agreement to the City Treasurer's Office.
- B. The City Treasurer's Office will arrange for Cardholder training, will acquire the card, and will notify the Cardholder when it is available to be picked up.
- C. Elected officials and employees checking out Division purchasing cards for one-time usage will also be required to obtain a fully executed Authorization to Use Corporate Card, which sets specific time periods for use of the cards.

**6. PURCHASING CARD USE POLICY.**

- A. When a Cardholder receives his or her card, it must be signed immediately and kept in a secure place. Although some cards are issued in a Cardholder's name, all cards are the property of the City of Cheyenne and may only be used for City purchases.
- B. Purchasing cards may be used to purchase goods (in-store purchases as well as mail, phone, or internet) and services as well as for travel related expenses. Purchasing cards may not be used to avoid or bypass appropriate purchasing policies and procedures.
- C. All acquisitions must be approved by a Department Director or approved designee.
- D. Splitting of charges to avoid applicable purchasing policies and procedures, or to avoid the transaction limit set for a purchasing card, is strictly prohibited.
- E. The use of a City purchasing card is for City purchases only. No personal charges may be made on the cards, even if the intent is to reimburse the City for the charges. The only exception to this is insignificant travel expenses where separation of personal charges would not be reasonable. These amounts shall be reimbursed upon return and the repayment receipt forwarded with other receipts to the City Treasurer for processing.
- F. Use of purchasing cards for meals is limited to travel outside of the City or when the meal is for business purposes at the convenience of the City. Meals to promote goodwill or to boost morale are not considered at the convenience of the City. There will be no charges allowed for alcohol or entertainment.
- G. No cash advances (ATM, prepaid debit cards, gift cards, money orders, etc.) are allowed using a purchasing card.
- H. Any incentive program benefits derived by the use of City purchasing cards shall be the property of the City. The Mayor and the City Treasurer will determine the use of such incentive program benefits.
- I. If the name of a Cardholder appears on a card, only that specific individual may use the card, and such use must be in accordance with the policies and procedures set forth herein and in the City's Purchasing Policy and Procedures Manual.
- J. Cardholders should take measures to ensure the security of purchasing cards and purchasing card numbers. Cardholders should not give their card or their card number to others to use on their behalf. If a purchasing card is lost or stolen, a Cardholder must immediately notify the

City Treasurer's Office.

- K. Misuse of a City purchasing card by an authorized Cardholder may result in loss of the card and/or disciplinary action against the Cardholder, up to and including termination of employment.

## **7. VENDORS, GOODS, AND MATERIALS.**

- A. Vendors. A purchasing card may be used with any vendor selling goods, materials, and services to the City. If a vendor will not accept a City purchasing card, please contact the City Treasurer's Office. Some vendor types have been blocked from usage. For questions about blocked vendors, please contact the City Treasurer's Office.

Merchants are paid by the City's bank within three business days of a transaction. Merchants **MUST NOT** invoice the City, which could result in duplicate payments. Additionally, the City of Cheyenne maintains multiple in-store credit accounts with local vendors. When shopping locally, please be aware that those vendors may also attempt to invoice the City, which could result in duplicate payments.

For tax and accounting purposes, Cardholders must request that merchants give detailed descriptions of goods purchased (not use terms such as "misc"). Cardholders should also **REMIND VENDORS OF THE CITY'S TAX-EXEMPT STATUS PRIOR TO MAKING A PURCHASE**. If a vendor requires a new or updated Tax-Exempt Certification, please contact the Purchasing Office.

- B. Receipt of Goods/Materials. Cardholders are responsible for ensuring receipt of goods and materials ordered, and for following up with vendors to resolve delivery problems, discrepancies, and damaged goods.

For telephone or catalog orders, Cardholders must provide a complete shipping address and instructions (*e.g.*, name, department name, complete street address, room number, city, state, zip code).

If goods or materials are ordered by phone, Cardholders should request a detailed sales receipt in the package and explain that the City is a tax-exempt organization.

- C. Correcting Erroneous Charges. Cardholders are responsible for contacting and following up with vendors on any erroneous charges or disputed items as soon as possible. (Most issues can be resolved this way.)

If the Cardholder is unable to reach agreement with the vendor, Cardholders should then contact the City Treasurer's Office. The City Treasurer's Office may request a Cardholder to complete a Vendor Dispute form. The dispute form will be forwarded to the City's bank for resolution with the vendor. The bank must be notified of any disputed items within 60 days of the last cycle in which the item was purchased.

If credit is issued for a disputed charge, documentation should be kept explaining each credit received.

## **8. DOCUMENTATION, RECONCILIATION, AND PAYMENT PROCEDURES.**

Cardholders must adhere to the following record management procedures. Failure to keep receipts or frequent abuse of these provisions will result in cancellation of a Cardholder's purchasing card.

- A. Documentation. Any time a purchase is made using a purchasing card, a Cardholder must obtain a customer copy of the itemized charge slip, sales slip, cash register receipt, invoice, order form or receiving document, which will become the accounting record.
- B. Missing Documentation. If a receipt is missing, the vendor should be contacted and asked to provide a detailed receipt, credit memo, or an adequate substitute. If a Cardholder does not have an itemized receipt or other itemized purchasing record, a statement that includes a description of the item, date of purchase, merchant's name, and an explanation for the missing support documents must be submitted. The statement must be signed and dated by both the Cardholder and the appropriate Department Director. Frequent instances of missing documentation will cause a Cardholder's purchasing card use privilege to be revoked.
- C. Payment Procedures. It is a Cardholder's responsibility to submit receipts to their Department in a timely manner. Purchases made by Cardholders and listed on the purchasing card statement must be authorized by Department Directors or their designees, account numbers assigned for each transaction, and submitted to the City Treasurer for payment.

## **9. BILLING PAYMENT AND ACCOUNT DISTRIBUTION PROCESS.**

At the close of every billing cycle, each Division will download the billing statement from the purchasing card's website. This statement will be used to reconcile receipts to transactions. Each Department is responsible for entering the requisition for payment of their respective statements. The requisition shall be entered with one (1) line item, per transaction, with a detailed description of each transaction. It may be necessary to enter one (1) requisition, per Division card, dependent on the number of transactions. This is necessary due to Innoprise processing slowly if the requisition has too many line items (20-25 separate line items is the maximum amount that should be entered for one (1) requisition).

## **10. AUDITS.**

Card usage will be monitored, and random audits will be conducted, on both purchasing card activity and the Cardholder's acquisition of purchasing receipts.

## **11. MISUSE OF PURCHASING CARDS.**

Misuse of a purchasing card may result in disciplinary action, including:

- Permanent revocation of purchasing card privileges;
- Assignment of wages for repayment of discrepancies; or
- Notification of the City Treasurer to investigate the matter further.

If, for any reason, disallowed charges are not repaid by the Cardholder before the statement due date, the City shall retain the right to withhold any and all funds payable to the Cardholder up to an amount of the disallowed charges and interest at the same rate as charged by the purchasing card vendor.

## **12. PURCHASING CARD CANCELLATION.**

A Cardholder may cancel a purchasing card at any time. To do so, the Cardholder should cut the card in half and forward it to the City Treasurer's Office, along with a written cancellation request from the appropriate Department Director.

A purchasing card may be cancelled by the City Treasurer or a Department Director for any reason, including:

- The card is lost or stolen;
- If the card is used in a manner which is inconsistent with City purchasing policies; or
- The Cardholder retires, resigns or is otherwise terminated from city employment.

*Revised March 2020*

**City of Cheyenne**  
**Purchasing Card Agreement**

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Name of Cardholder:

Department Name & Number:

Supervisor's Name & Title:

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Cardholder agrees to accept responsibility for the protection and proper use of the Purchasing Card in accordance with the terms and conditions below:

1. Cardholder agrees to provide the supporting receipts from vendors for each transaction, as designated by City policies and procedures. Failure to report or document any purchase may be deemed an improper use of a card.
2. If a card is lost or stolen, Cardholder must notify the City Treasurer's Office immediately.
3. Cardholder's department shall be responsible for all charges, including fees and interest, incurred from the proper use of a card.
4. **CARDHOLDERS MAY NOT MAKE PERSONAL PURCHASES ON A CARD.** Cardholder understands that he/she shall be personally liable for any improper use of a card and agrees to pay all costs, expenses, fees, and interest associated with such use. Cardholder understands that his/her improper use of a card may be cause for disciplinary action by the City, including termination, and that improper use of a card may subject Cardholder to criminal prosecution. Cardholder understands that the City may withhold amounts attributable to improper use by Cardholder from any paycheck.
5. Cardholder understands that should his/her employment with the City terminate for any reason, the card must be returned to the City Treasurer's Office. Cardholder understands that the City may withhold his/her final paycheck until the card is returned. Cardholder also understands that the City may withdraw authorization to use the card and require the return of the card at any time, and for any reason.
6. Cardholder understands that use of a card is for official City Business only, as explained in the City's Purchasing Card Manual.
7. Cardholder acknowledges by his/her signature to this agreement, that he/she has received, read and understands the City's Purchasing Card Manual; and has read and understands this agreement.

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Credit limit:   \$2,500.00  .

Supervisor Approval: \_\_\_\_\_

Date: \_\_\_\_\_

City Treasurer's Office

Approval: \_\_\_\_\_

Date: \_\_\_\_\_



CITY OF CHEYENNE  
OFFICE OF THE CITY TREASURER  
2101 O'NEIL AVE  
CHEYENNE, WY 82001

#### AUTHORIZATION TO USE DIVISION CREDIT CARD

I hereby authorize the undersigned employee of the City of Cheyenne, Wyoming to use the City of Cheyenne Division Purchasing Card for purchases of goods, supplies and travel expenditures on behalf of the City of Cheyenne. The employee must provide his/her City issued identification card, when using the Corporate Credit Card, as proof of employment.

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Signature of Employee

This authorization is valid for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

If you have questions on the use of this card, please call Trish Watson at 307-637-6350.

\_\_\_\_\_  
Robin Lockman  
City Treasurer

## City of Cheyenne Travel Policy

1. A Travel Authorization Voucher (Appendix A) must be completed and sent to the City Treasurer's Office for review and approval at least ten (10) business days prior to the date of departure. A Travel Reimbursement Request Form (Appendix B) must be completed and sent to the City Treasurer's Office within five (5) business days after travel has been completed. Exceptions to both are allowed only with prior written authorization by the City Treasurer. Both the Travel Authorization Voucher and the Travel Reimbursement Request Form can be found on the City Share Drive (S:), in the Forms, Travel folder.
  - A. A Travel Authorization Voucher will need to be completed for out-of-town travel conducted in one day when there are expenses to the City. Please note that expenses for such travel will be reimbursed using current U.S. General Services Administration (GSA) per diem rate at 75% of cost. Otherwise, it is not necessary to complete a Travel Authorization Voucher for out-of-town travel that will be conducted in one day at no expense to the City.
  - B. If more than one City employee will be reimbursed for expenses, a separate Travel Authorization Voucher and Travel Reimbursement Request Form must be completed for each individual.
2. The City will pay for the following travel expenses:
  - A. Airfare. Airfare may be booked using a City purchasing card, or employee may be reimbursed for airfare expenses. An estimate of the cost for airfare must be submitted with the Travel Authorization Voucher. Employee must select the lowest economy class airfare at the time of booking. Any reimbursement shall be based on the actual costs, supported by a copy of the itemized receipt submitted with completed Travel Reimbursement Request Form.
    - (1) Airfare will only be reimbursed for City employees conducting business on behalf of the City. Airfare expenses for family, friends, or companions will not be reimbursed.
    - (2) First class bookings, "early bird" check-in's, and upgrades cannot be booked and will not be reimbursed.
    - (3) When airfare is being charged to a City purchasing card, baggage fees shall be prepaid.
    - (4) Any additional add-ons or upgrades will not be allowed (i.e. internet WI-FI or television access fees, etc.).
      1. The **ONLY** City staff that may purchase in flight WI-FI access is executive or managerial level staff such as elected officials,



department directors, or division administrators. WI-FI access may be purchased using a City purchasing card, or the employee may be reimbursed for the WI-FI access fee.

- (5) Inflight meal charges shall not be paid for using City funds. All meals are the personal responsibility of the traveler and shall be covered through the per diem reimbursement.
- B. Mileage. If a City vehicle is unavailable for travel, mileage shall be reimbursed at the current rates approved by the Wyoming Governor. The current rates can be found on the Governor's Memo on Mileage Rate of Personal Vehicles, which is available on the Wyoming State Auditor's Office (<http://sao.wyo.gov/agency-resources>). An estimate of the mileage to be traveled shall be submitted with the Travel Authorization Voucher. Mileage will only be reimbursed for travel conducted to and from the employee's work location to the establishment where City business is to be conducted. This includes any travel to and from an airport, lodging establishment, conference center, etc. Documentation of actual mileage traveled must be submitted with completed Travel Reimbursement Request Form.
- C. Fuel. When a personal vehicle is used to conduct City business, fuel can be charged to a City purchasing card or the employee may be reimbursed. Estimated fuel costs shall be submitted with the Travel Authorization Voucher. Reimbursement shall be based on the actual costs, supported by a copy of the itemized receipt submitted with the completed Travel Reimbursement Request Form.
- D. Vehicle Rentals. Vehicle rentals may be booked using a City purchasing card, or employee may be reimbursed for rental car expenses. An estimate of the cost for car rental must be submitted with the Travel Authorization Voucher. Reimbursement shall be based on the actual costs, supported by a copy of the itemized receipt submitted with completed Travel Reimbursement Request Form. When booking a vehicle rental, employee must select the lowest economy class vehicle rate (rates available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible rental cost). Costs for vehicle upgrades at the time of rental will not be reimbursed. Consideration shall be given to vehicle size when more than two (2) City employees conducting business on behalf of the City will be traveling in the same rental vehicle.
- (1) Family, friends or companions are prohibited from traveling in vehicle rentals purchased by the City due to liability.
  - a. If an employee wishes for family, friends, or companions to travel in a vehicle rental, then the employee will be entirely responsible for vehicle rental expenses, will not be reimbursed for such vehicle rental expenses, and will not be covered by the Wyoming Association of Risk Management (WARM) liability policy while traveling in the vehicle rented.

- (2) When an employee rents a vehicle at their own expense to conduct City business, fuel can be charged to a City purchasing card or the employee may be reimbursed. Estimated fuel costs shall be submitted with the Travel Authorization Voucher. Reimbursement shall be based on the actual costs, supported by a copy of the itemized receipt submitted with the completed Travel Reimbursement Request Form.
- E. Public Transport, Taxi, Parking Fees, and Toll Fees. Employee shall be reimbursed for all public transport (including bus, rail, ferry boat, etc.), taxi (including Uber, Lyft, etc.), and parking fees (including airport parking) incurred while traveling on City business. An estimate of the cost for public transport, taxi, parking fees, toll fees, etc. must be submitted with the Travel Authorization Voucher. Reimbursement requests for all charges must be accompanied by an itemized receipt and submitted with the Travel Reimbursement Request Form.
- (1) Airport parking fees may be booked using a City purchasing card, or employee may be reimbursed for parking expenses. An estimate of the cost for airport parking fees must be submitted with the Travel Authorization Voucher.
    - a. When parking at an airport, employees and officials are encouraged to use the lowest priced economy lot. Reimbursement for parking at DIA shall not exceed the rate then charged at the Pikes Peak lot.
  - (2) Mileage for rental vehicles are excluded from reimbursement.
  - (3) Public transport and taxi expenses (including Uber, Lyft, etc.) will only be reimbursed for City employees conducting business on behalf of the City. Public transport and taxi expenses for family, friends, or companions will not be reimbursed.
  - (4) The use of toll roads (e.g. E470) and HOV lanes should be evaluated to determine if cost savings will occur with their use. Pre-approval to utilize them must be granted by the employee's Department Director on the Travel Authorization Voucher. If the toll authority will not invoice the City, the employee shall pay for fees with a City purchasing card (if available), or out of pocket. It is the employee's responsibility to collect itemized receipts for tolls paid in order to request reimbursement when paid for out of pocket.
  - (5) If a charge is incurred where an itemized receipt is not possible (for example, use of luggage carts at airports, etc.), a statement signed by the employee must be submitted with the Travel Reimbursement Request Form itemizing the charges.

F. Lodging. Lodging shall be reimbursed at the current U.S. General Services Administration (GSA) per diem rate for domestic travel (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Lodging may be booked using a City purchasing card, or employee can be reimbursed for lodging expenses. An estimate of the cost for lodging based on the current GSA per diem rate must be submitted with the Travel Authorization Voucher. A zero-balance itemized receipt for lodging must be submitted with completed Travel Reimbursement Request Form.

- (1) GSA lodging rates exclude taxes. Lodging establishments are permitted by law to charge taxes on lodging. It is the responsibility of the City employee to request an exemption from taxes when making the reservation and document the attempt. If the establishment will not honor the request, then the taxes must be paid. The taxes can be paid for with a City purchasing card or the employee can be reimbursed. Employee shall add the total taxes charged, per night, to the GSA lodging rate in order to calculate the total amount to be reimbursed for lodging each day of travel on the Travel Reimbursement Request Form.
- (2) Lodging expenses will only be paid for/reimbursed for City employees conducting business on behalf of the City. Lodging expenses for family, friends, or companions will not be reimbursed, including any upgrades to City purchased rooms.
- (3) If lodging must be at a specific establishment due to attendance at a conference, training, etc., and the establishment will not honor the current GSA per diem rate at the time of booking (e.g. due to seasonal rates or special events, etc.), the employee shall obtain an estimate from the lodging establishment for the rate to be charged and document the reasoning why the current GSA per diem rate cannot be honored. The estimate and supporting documentation shall be submitted with the Travel Authorization Voucher for approval prior to booking.
- (4) If traveling outside of the continental U.S., employee must attempt to book lodging at the lowest possible cost. Employee must submit an estimate for cost of lodging on the Travel Authorization Voucher. If lodging is to be paid with a City purchasing card, a zero-balance itemized receipt for lodging must be submitted with completed Travel Reimbursement Request Form. If employee is requesting reimbursement for lodging expenses, reimbursement shall be based on the actual costs, supported by a copy of the itemized receipt submitted with completed Travel Reimbursement Request Form.
  - a. Exception: If lodging must be booked at a specific establishment due to attendance at a conference, training, etc. For such circumstances, the employee shall obtain an estimate from the

lodging establishment for the rate to be charged and provide supporting documentation (e.g. conference or training agenda, etc.) with the Travel Authorization Voucher.

- (5) Charges for room service or movie rentals will not be reimbursed.
- (6) Long distance telephone calls to a City office to conduct business while traveling will be reimbursed.

G. Meals & Incidental Expenses (M&IE). Meals and incidental expenses (minor expenses associated with business travel such as tips) shall be reimbursed to the employee at the current U.S. General Services Administration (GSA) per diem rate for domestic travel (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Estimated per diem rates for meals shall be submitted on the Travel Authorization Voucher. The actual GSA M&IE rate shall be utilized when completing the Travel Reimbursement Request Form.

- (1) Meals can be purchased using a City purchasing card instead of requesting reimbursement. Pre-authorization must be provided by the Department Director on the Travel Authorization Voucher. If a city purchasing card is utilized, the total amount charged cannot exceed the GSA M&IE rate per day, per employee, and the GSA M&IE section on the Travel Reimbursement Request Form shall not be completed.
- (2) First and last day travel M&IE shall be reimbursed at seventy-five percent (75%) of the per diem rate.
- (3) Meals will only be reimbursed for City employees conducting business on behalf of the City. Meal expenses for spouses, friends, or companions will not be reimbursed.
- (4) If meals are included in a conference or training registration, or if meals are included and employee chooses to eat elsewhere, those meals will need to be deducted from the M&IE reimbursement requested.
- (5) Alcoholic beverages will not be reimbursed.
- (6) If traveling outside the continental U.S., employee shall be reimbursed for M&IE expenses at actual cost not to exceed seventy-five dollars (\$75.00), per day including tips. Tips should not exceed twenty percent (20%), unless an automatic gratuity is charged by the dining establishment. Employee shall submit an estimated cost for meal expenses with the Travel Authorization Voucher. Employee shall submit itemized receipts with completed Travel Reimbursement Request Form.

H. Conference and Training Registration Fees. Conference and training registration fees may be paid for using a City purchasing card, or employee can be reimbursed. An estimate of the cost for conference and training registration fees must be submitted with the Travel Authorization Voucher. If employee chooses to be reimbursed, reimbursement shall be based on the actual costs, supported by the itemized receipt, and a copy of the conference or training agenda submitted with completed Travel Reimbursement Request Form.

(1) Additional fees for extracurricular social events, such as golfing, sightseeing tours, concerts, etc., must be paid separately by the employee at their own expense.

I. Constructed and Interrupted Travel. Constructed travel occurs when an employee wishes to take personal leave before or after business travel dates. Interrupted travel occurs when an employee wishes to take personal leave between the beginning and ending travel dates. An example of such travel can occur when an employee wishes to stay at the location where business travel is conducted in order to sightsee, or to visit with family members who live in the area. Constructed or interrupted travel must be pre-approved by the Department Director on the Travel Authorization Voucher before the employee can make necessary arrangements for constructed or interrupted travel. Travel expenses of the employee will only be paid for or reimbursed as it pertains to the business conducted. Additional travel expenses incurred by the employee for constructed or interrupted travel will not be reimbursed.

3. City vehicles must be used for non-local travel whenever possible.

(1) If a City vehicle is not available, permission to use a personal vehicle must be obtained from the employee's Department Director or designee by completing a Personal Vehicle Use Request form and providing proof of automobile insurance coverage. This form and proof of insurance must be submitted to the City Treasurer's Department with the Travel Authorization Voucher.

a. In accordance with the Wyoming Association of Risk Management (WARM) Vehicle Use Policy, family, friends or companions are not authorized passengers for travel in a City owned vehicle and are prohibited from traveling in City vehicles, unless such persons are a City employee or other individual (e.g. Council member) conducting business on behalf of the City.

i. This section does not apply to commissioned and/or sworn employees of Police and Fire Departments.

(2) If a City vehicle is available, and an employee chooses to drive their personal vehicle for their own convenience, the City will reimburse the employee for fuel

only. The employee must provide itemized receipts for the fuel purchases, as described in section 2.C, above.

- a. In accordance with the Wyoming Association of Risk Management (WARM) Vehicle Use Policy, employees understand that they are not covered for auto liability by WARM while acting in the course of their duties when they use their own vehicle, someone within the City borrows their personal vehicle, they use a vehicle rental to conduct City business, or use their personal vehicle for personal purposes.

4. Use of City purchasing cards per Resolution 4384:

- (1) City purchasing cards shall not be used to pay expenses of spouses, friends, companions, or any other person not affiliated with or conducting business on behalf of the City.
- (2) It is prohibited to purchase alcoholic beverages with a City purchasing card.

If there are any questions regarding this travel policy, please contact the City Treasurer's Office.

*Revised March 2020*

## **PART VI – FEDERAL PROCUREMENTS**

### **Federally Required and Other Required Clauses and Language**

Any procurement that is solicited with the intent of utilizing Federal funding, shall include the applicable language, clauses, and references required by the Federal funding authority. This may also include procurements conducted with grant funding.

This section of the Purchasing Policy, specifically applies to Federal funding received from the following entities:

1. Federal Transit Authority (FTA)
2. U.S. Department of Transportation
3. Housing and Urban Development (HUD)
4. U.S. Department of Homeland Security

**The above list is not all inclusive**, so Departments and Divisions shall ensure they have included all required Federal clauses in their procurements and contracts, so that they are following their Federal funding authority's requirements.

The following are examples of language to be utilized in procurements funded by Federal or Grant funds. Each Federal funding authority or Grant funding authority maintains specific clauses that are to be included with each procurement. Departments shall coordinate with their specific funding authority and the Purchasing Manager to ensure the appropriate and applicable language, clauses, certifications, prohibitions, requirements, and references are included in the procurement documents.

#### ***Language and Clause Examples:***

##### **Davis Bacon Requirements**

Pursuant to the Federal Funding requirements the City agrees to administer and enforce the labor standard requirements of the Davis-Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Act at 40 U.S.C. 327-333. This applies to Subrecipient (City) employees, contractors, and subcontractors. The Contractor shall inform himself and his subcontractors of these requirements and comply with the applicable provisions and procedures. All contracts between the Contractor and subcontractors shall include language to ensure compliance with the provisions of the Act(s).

The Contractor shall submit weekly a copy of all "certified payrolls" to the City's Representative. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Se. 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. The prime Contractor is responsible for the submission of payrolls by all subcontractors.

The Contractor or subcontractor shall make the payroll records available for inspection to the City and its Consultant and shall permit such representatives to interview employees during working hours on the job.

**System for Award Management (SAM)**

The System for Award Management (SAM) is an official website of the U.S. government. There is no cost to use SAM. The awarded Contractor must be actively registered with <https://beta.sam.gov/> or <https://www.sam.gov/SAM/> **prior** to issuance of a Notice to Proceed. Sub-contractors are not required to be registered; however, it is strongly suggested that they register.

**Suspension and Debarment, Voluntary Exclusion**

By signing the bidding documents, and contract, the Bidder certifies that they are not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the sub-contractors or material suppliers. The contractor will notify the City of Cheyenne by certified mail should the contractor or any of its subs become debarred, suspended, or voluntarily excluded during the term of the Contract.

**Buy America Provisions:**

Buy America requires the use of American steel and iron products, when specified.

**Disadvantage Business Enterprises (DBE)**

Contractors shall record documented bid solicitation efforts on form E-91-LPA.

**Section 3 Business Certification**

Contractors shall read the Section 3 Clause information and submit the Business Certification form with their bid submission.

“To the extent applicable, the Procurement Standards set forth in 2 CFR Sections 200.317 through 200.326 are incorporated herein.”

*Revised March 2020*



## **Federal Vendor Protest Procedures**

(This is for procurements or contracts funded with Federal funds, only)

Protests regarding pre-bid (before bids or proposals are due) or pre-award (after bids or proposals are opened but before governing body approval) phases of the procurement process must be filed in writing with the City Purchasing Manager. Pre-bid protests must be filed at least five (5) working days prior to the date and time specified for receipt of bids or proposals. Pre-award protests must be filed no later than forty-eight (48) hours, excluding Saturdays, Sunday and legal holidays, after the date and time of the bid or proposal opening.

The protest must include the name and address of the protestor and must be signed and dated. It must identify the bid or project and contain an explicit statement of all grounds claimed for the protest along with any supporting documentation. The City Purchasing Manager, the City Attorney, and any affected City Department Directors, or their designees, will conduct an informal hearing with the protestor within five (5) working days after receipt of the written protest. The purpose of the hearing will be to review the basis of the protest, evaluate the facts and merits of the protest, and make a preliminary determination in the matter. If the protest is found to have merit, the City will take immediate steps to remedy the situation. If the protest is found to lack merit, the protestor will be informed in writing within ten (10) business days. A recommendation for award will be made to the Governing Body by City staff. The protestor will be advised of the dates and times the bid or proposal will appear on the agenda of the Finance Committee and City Council, and that it may bring its protest to the Governing Body with award of the item being considered. Except as otherwise provided by law, the decision of the Governing Body is final.

### **Federal Transit Administration (FTA)**

When Federal Transit Administration (FTA) funds are involved in the procurement, the FTA will be notified of the protest pursuant to FTA Circular C 4220.1D. The protestor may file a protest with the FTA after all administrative remedies with the grantee have been exhausted. Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint of protest. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation.

## FTA SPECIFIC REQUIREMENTS

Every Procurement or Purchasing action taken on behalf of the City of Cheyenne is subject to the requirements listed in Parts I through IV of this Purchasing Policy. The following section of the Purchasing Policy specifically applies to projects funded via the Federal Transit Administration (FTA), in addition to those requirements previously stated in this Policy.

## Introduction

*This manual is intended to serve the City of Cheyenne Transit Division as a user-friendly, step-by-step, how-to guide for successful procurement practices in securing bids and proposals to make:*

◆ *Micro-Purchases*

◆ *Small Purchases*

◆ *Medium Purchases*

◆ *Large Purchases*

◆ *Sole Source Purchases*

◆ *Single Bid Purchases*

## COMPLIANCE

This *Contracts and Procurement Policy and Procedures Manual* establishes guidelines and minimum standards that the City of Cheyenne will use to process third party contracts. This manual is intended to help the City of Cheyenne comply with the Federal Transit Administration's standards to ensure competitive bidding through full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the federal, state, and local governments. Competitive proposals and sealed bid transactions will be conducted in a manner to provide maximum open and free competition consistent with FTA Circular 4220.1F "Third Party Contracting Guidance," and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments,"

([http://www.access.gpo.gov/nara/cfr/waisidx\\_00/49cfr18\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/49cfr18_00.html).) The policies and procedures contained herein establish standard business practices to ensure the timely, efficient, and economical delivery of services and materials. The following contracts are outside the scope of third party contracting and will not be governed by these policies and procedures:

- Employment Contracts
- Real Estate Contracts
- Intergovernmental Agreements.

The goal of procurement practices is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. City of Cheyenne will avoid the following situations considered to be restrictive of competition:

- Unreasonable requirements placed on firms in order for them to qualify to do business;
- Unnecessary experience and excessive bonding requirements;
- Noncompetitive pricing practices between firms or between affiliated companies;

- Noncompetitive awards to any person or firm on retainer contracts;
- Organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

City of Cheyenne shall conduct procurements in a manner that does NOT give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt State licensing laws. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

## DOCUMENTATION

In order to meet standards established by the Federal Transit Administration, and to be prepared for Triennial Reviews and Procurement Reviews, it is critical to accurately document procurement procedures. This manual outlines the steps to take and provides the standardized forms to complete for each type of procurement. Addresses, telephone numbers, and website addresses have been included to help the buyer expedite each step. Appendix B contains the standardized forms to be used to document practices.

FTA Circular 4220.1F, "Third Party Contracting Guidance," can be found at <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>.

To ensure full compliance, the City of Cheyenne Purchasing Manager will maintain the procurement master files for capital and planning projects. It is important to work closely with the Purchasing Manager to make sure the forms and documentation are completed on schedule and placed in the master file. The steps to perform each type of procurement are intended to serve as a checklist. Additional information is located on the following websites:

- FTA Best Practices Procurement Manual  
<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>.
- FTA Third Party Procurement FAQ's  
<https://www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-procurement-faqs>.
- FTA Master Agreement <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2017>.

# **CODE OF ETHICS AND CONFLICT OF INTEREST** **POLICY**

## **WRITTEN STANDARDS OF CONDUCT**

In order to conduct procurement activities in an ethical manner, a Code of Ethics and Conflict of Interest Policy is established for the City of Cheyenne, stated as follows.

### **Personal Conflict of Interest**

No City of Cheyenne employee, officer, agent, City Council member, or immediate family member shall participate in the selection of, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a personal conflict of interest would arise when any of the following has a financial interest or other interest in the firm selected for the award:

- The employee, officer, agent, or City Council member,
- Any member of his/her immediate family,
- His/her partner, or
- An organization that employs, or is about to employ, any of the above

City of Cheyenne employees, officers, agents, and City Council members shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from actual contractors, potential contractors, or parties to sub-agreements, including but not limited to monies, credits, discounts, seasonal or special occasion presents, edibles, drinks, household appliances and furnishings, clothing, vacations, travel or hotel expenses, various forms of entertainment if:

- It tends to influence the employee, officer, agent, or City Council member in the discharge of employee's official duties; or
- The employee, officer, agent, or City Council member recently has been, or is now, or in the near future may be, involved in any official act or action directly affecting the donor or lender; or
- The employee, officer, agent, or City Council member has or appears to have influence over the City of Cheyenne actions affecting the donor or lender in the employee's official capacity.

Notwithstanding the above, this section shall not apply to the following scenarios:

- An occasional unsolicited non-pecuniary gift of insignificant value (less than \$25.00) such as accepting food or refreshment of nominal value on infrequent occasions in the ordinary course of a business luncheon or business dinner meeting or other meeting, or unsolicited thank you cards or gifts of insignificant value such as coupons, balloons, floral arrangements, or small gift baskets; or

- Unsolicited advertising and promotional material such as pens, pencils, note pads, calendars, or other business-related items of nominal intrinsic value; or
- An unsolicited gift, gratuity, favor, entertainment, loan, or other thing of value when circumstances make it clear that an obvious long-standing social or family relationship rather than the business of the persons concerned is the motivating factor.

Purchasing employees must recognize that their purchasing activities are of public interest and a matter of public record, therefore, their actions must be conducted in a manner so as to be fully substantiated and legally defended in accordance with the authority of the City of Cheyenne. At all times, City of Cheyenne employees must endeavor to keep from involvements that could result in a possible position of "conflict of interest."

When an actual or potential **violation** of any of these standards is discovered, the person involved shall promptly file a written statement concerning the matter with an appropriate supervisor. The person may also request written instructions and disposition of the matter. If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and/or have an existing contract canceled.

#### Organizational Conflicts of Interest

The Purchasing Manager and technical personnel are encouraged to work closely with the City of Cheyenne Attorney to review all situations that appear to have the potential for an organizational conflict of interest. (See Appendix A, Current Contact List, for the name, telephone number, and e-mail address of the person to contact.)

Counsel can help in the preparation of restrictive contracting clauses suitable for the particular situation. Counsel can also recognize when involvement by FTA regional counsel would be appropriate.

*Organizational conflicts of interest* can cause two distinct problems. One concerns the issue of *bias*; the other involves the issue of *unfair competitive advantage*. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the City of Cheyenne;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

*Bias* arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. In fact, the City of Cheyenne should always consider using a

"Conflict of Interest Disclosure Statement," such as follows, in its solicitation when contracting for services of this nature.

- a. The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any City of Cheyenne employee, officer, agent, or City Council member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract, where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- b. The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- c. In the absence of any relevant interest identified in paragraph 1) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- d. The City of Cheyenne Attorney will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to the City of Cheyenne, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the City of Cheyenne Attorney may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the City of Cheyenne to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- e. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the City of Cheyenne Attorney. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The City of Cheyenne Attorney may, however, terminate the contract for convenience if he or she deems

that termination is in the best interest of the City of Cheyenne by sending the contractor a Notice of Termination specifying the nature of default.

The problem of *unfair competitive advantage* occurs most often when a contractor is developing specifications or statements of work that will be used in a future competitive solicitation. The problem most often causing unfair advantage occurs when the contractor writes specifications or statements of work around its own corporate competitive strengths or products, and then bids on those specifications or statements of work. The City of Cheyenne can overcome the unfair advantage by placing reasonable restrictions on the contractor's involvement in the procurement that will utilize the specifications. Some form of advance restriction (limitation on future contracting) must be agreed to with the contractor as a provision within its consulting contract. Another typical problem scenario is that a contractor developing specifications or work statements may have access to information that the City of Cheyenne has paid the contractor to develop, or which the City of Cheyenne has furnished to the contractor for its work and which has not been made public. When this information enhances the contractor's competitive position in the bidding, it represents an unfair competitive advantage. The potential solution to this problem is to fully disclose all information to the bidders for a reasonable time prior to receipt of proposals.

The situation of "unfair competitive advantage" is to be distinguished from a "fairly won competitive advantage" which naturally accrues to any contractor that can do work more efficiently because it has more experience (i.e., won more contracts) for its products or services. It is a fact that competitors are frequently discouraged from bidding on a particular procurement because they perceive an incumbent contractor to have an insurmountable competitive advantage by virtue of its previous work.

**Environmental Impact Statements** – There is a special regulatory requirement imposed by 40 CFR 1506.5 on contractors who develop *environmental impact statements*. These contractors are required to sign a *disclosure statement* certifying that the firm has no financial or other interests in the execution or outcome of the proposed project. This certification is intended to avoid situations where contractors are hired to study alternatives and potential environmental impacts of proposed projects when they have some corporate interest in the outcome of their findings. Grantees are advised to include such a certification in their Requests for Proposals for the consultant services so that such conflicts can be identified early in the contracting process, thus avoiding unnecessary expense to offerors and delays to the project.

**Obtaining Access to Proprietary Information** – When a consulting contractor requires proprietary information from others to perform a City of Cheyenne contract, the contractor may gain an unfair competitive advantage. Imposed restrictions protect the information and encourage companies to provide it when necessary for contract performance. A contractor doing work for the City of Cheyenne and requiring such information is required to enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using it for any purpose other than that for which it was furnished. The City of Cheyenne Purchasing Manager will obtain copies of these agreements.

## COMPLIANCE WITH THE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY.

The City of Cheyenne requires that all employees involved in procurement functions sign a Conflict of Interest Statement (Form B-1) in October of each year and that these signatures be kept on file by the Purchasing Manager.



## **PROCUREMENT PROCESS, PLANNING, AND ORGANIZATION**

The following sections are written as a step-by-step guide for the procurement process to assist purchasers in making Micro-Purchases, Small Purchases, Large Purchases, Sole Source Purchases, and procuring through Invitation for Bid and Request for Proposals. Follow these steps for purchases funded by the Federal, State, and Local governments.

### **MICRO-PURCHASES LESS THAN \$9,999.99**

Micro-Purchases are defined by the City of Cheyenne as purchases that cost less than \$9,999.99, including delivery charges.

*(Federal: Micro-Purchases are purchases that cost \$0.01 to \$3,500, including delivery charges. This value is set by the Federal Acquisition Regulation (FAR) at 48 C.F.R., part 2, subpart 2.1 and is periodically adjusted for inflation.)*

- Micro-Purchases may be made without obtaining competitive quotations if the price is determined to be "fair and reasonable" and is documented as such. (For more information, see *Best Practices Procurement Manual* Sec. 4.1)
- Micro-Purchases are exempt from Buy America requirements.
- Micro-Purchase procedures may not be used for Construction Contracts with a value of \$2,000 or greater. (See 3.6 for Construction Contracts procedures.)
- One method to equitably distribute the micro-purchases among qualified suppliers is to rotate through an approved supplier list. If possible, place Disadvantaged Business Enterprises (DBEs) on the list. **If this method is used, indicate the name of the company to be used, as well as the previous company used on the rotating list** on the "*Fair and Reasonable*" Price Documentation (Form B-2).
- Splitting procurements to avoid the \$9,999.99 competition requirement is not allowed.
- Contract clauses are not required for Micro-Purchases.
- Credit cards and/or purchasing cards may be used with a completed "*Fair and Reasonable*" Price Documentation (Form B-2).
- Make sure the project complies with Configuration Management, eg. software interfacing properly with existing software and hardware, office furniture fits through doorways, etc.

## Steps Involved in Making Micro-Purchases

When making a micro-purchase, complete each of the following steps.

- \_\_\_\_\_ Step 1: Obtain budget approval on all purchases from the department budget manager.
- \_\_\_\_\_ Step 2: Determine "fair and reasonable" price for the product or service to be purchased. Complete the "*Fair and Reasonable*" Price Documentation (Form B-2)
  - (a) On the form, indicate the method used to determine that the price is "fair and reasonable."
  - (b) If telephone quotes are used, write the name of the company and the dollar amount of the quotes in the spaces provided.
  - (c) If catalogs or newspaper advertisements are used, photocopy the catalog page or advertisement and attach it to the form.
  - (d) If found reasonable based upon a recent purchase, explain in the space provided.
  - (e) If found reasonable based upon personal knowledge, explain in the space provided.
  - (f) If any other method is used, place the name of the vendor and dollar amount of quote and comments in the space provided.
  - (g) Sign and date the form
- \_\_\_\_\_ Step 3: Select the source that provides the product or service for the lowest price and meets the required specifications, as opposed to desired specifications. Make the purchase
- \_\_\_\_\_ Step 4: Attach the "*Fair and Reasonable*" Price Documentation (Form B-2) to the Purchase Order along with any other attachments (photocopies of catalog pages, advertisements, etc.) to be filed. When received, the invoice will also be attached.

## Petty Cash Policy

City of Cheyenne has a petty cash account to make immediate small-dollar purchases not to exceed \$25.00. The petty cash recipient presents a receipt to the Budget and Finance Office and signs a form for the petty cash amount, and that amount is charged to the appropriate department's financial account. If a division has a need for a petty cash

account, they may apply to the Budget and Finance Office. If a division is approved for a petty cash account, the division administrators shall have access to distribute funds and the same policy applies. The petty cash account is audited at least once monthly and as needed.

#### Medium Purchases \$10,000.00 to \$74,999.99

Medium Purchases are defined by the City of Cheyenne as purchases that cost \$10,000 to \$74,999.99 and do not require the Invitation for Bid or Request for Proposals process. Use this procurement method for:

- Goods and services that are clearly defined,
- Construction projects, and
- When the award can be made primarily based upon the price of the bid
- This method of procurement allows for free and open competition.
- Complete the *Price Quotes Documentation for Medium Purchases* (Form B-4) prior to requesting bids or proposals.
- Price or rate quotations shall be obtained from at least three (3) qualified sources.
- Splitting procurements to avoid the \$74,999.99 competition requirement is not allowed.
- Medium Purchases are exempt from the Buy America requirements.
- To justify Sole Source Procurements, complete *Sole Source Procurement Justification* (Form B-16) and attach it to the Purchase Order documentation.

The City of Cheyenne may not restrict competition by:

- Placing unreasonable requirements on firms in order for them to qualify to do business,
- Having an organizational conflict of interest,
- Requiring vendors to have unnecessary experience or unnecessary bonding,
- Giving preference in the evaluation of bids to in-state or local businesses, except in those cases where Federal statutes expressly mandate or encourage geographic preference.

#### Steps Involved in Making a Medium Purchase

When making a medium purchase that exceeds \$10,000 but does not exceed \$74,999.99, complete each of the following steps. Place the date of completion for each step on the line provided.

\_\_\_\_\_ Step 1: Obtain budget approval on all purchases from the division administrator.

- \_\_\_\_\_ Step 2: Obtain at least **three** (3) written price quotations (faxed or emailed quotes are acceptable) and complete the *Price Quotes Documentation for Medium Purchases* (Form B-4). If possible, a DBE (Disadvantaged Business Enterprise) shall provide one of these price quotes.
- \_\_\_\_\_ Step 3: Select the source that provides the product or service for the lowest price and meets the required specifications (as opposed to desired specifications). Make sure the project complies with Configuration Management, eg. software interfacing properly with existing software and hardware, office furniture fits through doorways, vehicles fit in the shop. Make the purchase.
- \_\_\_\_\_ Step 4: Attach the *Price Quotes Documentation for Medium Purchases* (Form B-4) and any other attachments (photocopies of catalog pages, advertisements, etc.) to the Purchase Order to be filed. When received, the invoice will also be attached

#### Large Purchases (exceeding \$75,000) – Sealed Bids (IFB)

Plan for thirty (30) to sixty (60) work days to place the order.

Large Purchases are purchases that cost \$75,000 or more.

(Federal: \$150,000.01 or more)

Goals: To obtain the best quality products and service at minimum cost, to guard against favoritism and profiteering at public expense and to provide equal opportunities for potential parties to participate in public business.

This method of procurement allows for free and open competition.

- a. Use this procurement method for:
  - i. Goods and Services that are clearly defined;
  - ii. Construction Projects; and
  - iii. Awards that can be made primarily based upon the price of the bid.
- b. Contracts that exceed \$75,000 shall be awarded by sealed bid or competitive negotiation unless there is an explicit exception.
- c. Advertise Invitation for Bid if the independent cost estimate exceeds \$75,000.
- d. The City of Cheyenne City Council is required to approve all contracts and procurements exceeding \$75,000 through an agenda item.

- e. In order for sealed bidding to be feasible, the following conditions must be present:
  - i. A complete, adequate, and realistic specification or purchase description is available;
  - ii. Two or more responsible bidders are willing and able to compete effectively for the business;
  - iii. The procurement lends itself to a firm fixed price contract, and the successful bidder can be selected principally on the basis of price;
  - iv. No discussion with the bidders is needed.
- f. Large Purchases require the following:
  - i. Publicly advertise the Invitation for Bids (IFB) (must be published a minimum of two times, one week apart), and solicit bids from an adequate number of known suppliers, and provide them sufficient time to prepare bids prior to the date set for opening the bids;
  - ii. The Invitation for Bids shall include specifications and pertinent attachments, and shall define the items or services sought so the bidder can properly respond;
  - iii. Award a firm fixed-price contract (lump sum or unit price) in writing to the lowest responsive and responsible bidder whose bid conforms with all the material terms and conditions of the Invitation for Bids. Factors such as discounts, transportation costs, and life cycle costs shall be considered in determining the lowest bid;
  - iv. Any or all bids may be rejected based upon a sound documented business decision.
- g. Large Purchases must comply with Buy America requirements and other Federal Clauses. (See Chapter 4.)
- h. The City of Cheyenne may not restrict competition by:
  - i. Placing unreasonable requirements on firms in order for them to qualify to do business;
  - ii. Having an organizational conflict of interest;
  - iii. Requiring vendors to have unnecessary experience or unnecessary bonding; or
  - iv. Giving preference in the evaluation of bids to in-state or local businesses, except in those cases where Federal statutes expressly mandate or encourage geographic preference. (This does not preempt State licensing law.)

## Steps Involved in Making Large Purchases

When making a large purchase that exceeds \$75,000, complete each of the following steps. Place the date of completion for each step on the line provided.

- \_\_\_\_\_ Step 1: Obtain budget approval on all purchases from the division administrator.
- \_\_\_\_\_ Step 2: Via e-mail, notify the Purchasing Manager about the project and include a project description. Work closely with the Purchasing Manager to complete and file forms in the Master Project File throughout the project.
- \_\_\_\_\_ Step 3: Determine whether or not the purchase, service, or construction project exceeds \$35,000 by completing the *Independent cost estimate* (Form B-5).
- \_\_\_\_\_ Step 4: Determine the contract type by completing the *Justification for Contract Type* (Form B-6)
- \_\_\_\_\_ Step 5: If this project requires, request that the division Administrator assign a DBE (Disadvantaged Business Enterprise) provide a goal to the project. Print the appropriate DBEs from the DBE Source List on WYDOT's webpage (<https://wydot.exevision.com/ws/SpreadsheetDbDirectory.aspx>) and attach the list to the requisition. (The DBEs listed on the DBE Source List are certified by the Wyoming Department of Transportation (WYDOT)).
- \_\_\_\_\_ Step 6: **If the independent cost estimate exceeds \$35,000, the purchase must be approved by the City of Cheyenne City Council.** The Purchasing Manager will prepare an agenda item for the City Council Meeting. For assistance, see the Purchasing Manager (Appendix A).
- \_\_\_\_\_ Step 7: Prepare the Specifications (Division) and Bid Package (Purchasing Manager). (See Chapter 4 for more information regarding bid packages and use the *Invitation for Bid Boiler Plate* template.) Coordinate basic safety and user requirements with all affected City of Cheyenne departments including the Risk Management Division. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign *Certification of*

*Configuration Management and Compliance with National Architecture* (Form B-7) for the Contract File. If the procurement involves technology, the specifications must include a clause whereby the contractor submits a letter of self-certification certifying compliance with National Architecture Standards (also Form B-7). When it is impractical or uneconomical to provide a clear description of the product, a “brand name or approved equal” description may be used. However, the buyer must still identify the minimum needs and clearly describe the essential physical and functional characteristics of the brand name product. If you must use a brand name in your specification, you may allow bidders to substitute an equal product with a different brand name. You may reserve the right to determine whether a particular brand or model is equal to the one you specified. If you use a brand name and allow equal brands, you must also specify the salient characteristics of the specified brand that will be among the criteria used in determining whether a suggested substitute is equal to the specified brand or not. (For more discussion, see *Best Practices Procurement Manual* Sec. 3.1.3, Brand Name or Equal.)

The buyer may directly contact manufacturers to get assistance with identifying specifications. Document these transactions via a memorandum for the file.

- \_\_\_\_\_ Step 8: The Purchasing Manager will create and submit the **advertisement** for the large purchase competitive sealed bid which must be published in a local newspaper at least twice, (once a week for two consecutive weeks) indicating the deadline date, time, and place by which bids will be received, and the date, time, and place where bids will be opened. The first notification should be published a minimum of fourteen (14) days before the Bid Opening Date. The second publication of a bid for a large project (construction, repair, or renovation of a structure, road, or other improvement or addition to real property) shall not be less than 10 days prior to the date the bid is to be opened and read aloud.

- (a) The Purchasing Manager will e-mail Invitation for Bid Notice to the “Legal Notices” Section of the Wyoming Tribune Eagle (see Appendix A for the fax and phone numbers), with the dates to be published. The e-mail shall request confirmation receipt. Purchasing Manager will also email the Invitation for Bid Notice to the division making the purchase.
- (b) The Purchasing Manager will post the Request for Bid Notice on the City of Cheyenne website where it will remain advertised until the Bid Opening Date.
- (c) **The Purchasing Manager will place the legal notice(s) in the file.**
- (d) The advertisement must contain the following:

- 1) The description of the work, goods, or services to be procured;
- 2) The location at which the bidding documents, plans, specifications, or other documents may be examined by all bidders and time and place of the pre-bid conference (set the pre-bid conference a minimum of ten (10) days after the first notice publication);
- 3) Approved Equal Deadline (set the deadline at least ten (10) days prior to bid opening);
- 4) The date, time, and place for submitting bids and the date, time (include the time zone), and place for the opening of competitive sealed bids;

\_\_\_\_\_ Step 9: Purchasing Manager will send the advertisement to third parties on the City of Cheyenne Vendor List (list of businesses interested in competing for various types of contracts) and the vendors on the DBE Source List. Make the Vendor List and DBE Source List available to the public upon written request. Document the Vendors to whom the advertisement for bid was sent on the *Vendor Solicitation List* (Form B-8.)

\_\_\_\_\_ Step 10: Purchasing Manager will send bid packages to third parties requesting bid packages. Packages may be downloaded at City’s website, e-mailed or mailed. (See Chapter 4 for more information on bid



packages.) List the vendors requesting bid packages on the *Bid Package/RFP Request List* (Form B-9). The City of Cheyenne is allowed to charge vendors for the bid packages to cover printing and postage.

- \_\_\_\_\_ Step 11 To amend the bid package, see Chapter 4.
- \_\_\_\_\_ Step 12 Hold a Pre-Bid Conference. The parties present must sign a sign in sheet, *Sign in Sheet for Pre-Bid Conferences, Pre-Proposal Conferences, Bid Openings* (Form B-10). The purpose of the Pre-Bid Conference is to go over the technical specifications and answer any questions about the product, service, or project that the vendors may have. Hold the Pre-Bid Conference at least three days after the second public notice is published. Prepare a sign in sheet and minutes sheet prior to the Pre-Bid Conference. (For more information on the Pre-Bid Conference, see the *Best Practices Procurement Manual* Sec. 4.3.2.4.) **Vendors are not required to attend the Pre-Bid Conference, unless stated otherwise in the bid package.** In the event the project is unusually complex and attendance is absolutely critical and required, make this requirement clear in the advertisement and the Bid Package, and thoroughly document the reasons for the mandatory attendance requirement to satisfy FTA reviews. Record, in writing, minutes of the conference and send the minutes to the prospective offerors on the final solicitation mailing list.
- \_\_\_\_\_ Step 13 Purchasing Manager will date and time stamp the sealed bids as received. Keep sealed bids in a safe and secure place until the bid opening.
- \_\_\_\_\_ Step 14 Keep a list of the responding vendors on the *Responding Vendors List* (Form B-11).
- \_\_\_\_\_ Step 15 At the designated time and place, the Purchasing Manager will formally open and read aloud the sealed bids
- \_\_\_\_\_ Step 16 Record the bids on the *Bid Tabulation* (Form B-12).
- \_\_\_\_\_ Step 17 Any sealed bids that reach City of Cheyenne after the bid opening time and date will be mailed back to the source without opening. Complete the *Late Bids/Proposals List* (Form B-13).
- \_\_\_\_\_ Step 18 Complete the *Price Analysis Documentation for Small and Large Purchases* (Form B-13). This form certifies that adequate price competition was

obtained by comparison of quotations and the low price is fair and reasonable.

\_\_\_\_\_ Step 19 Determine the "Best Value" by selecting the lowest, most responsive bid that meets the specifications as stated in the Invitation for Bid. Complete *Determination of Best Value* (Form B-17). In determining which products or services are in the City of Cheyenne's best interest, the agency shall consider the following factors:

- a) installation costs and hardware costs;
- b) the overall life cycle cost of the requested equipment;
- c) the estimated cost of employee training and estimated increase in employee productivity;
- d) estimated software and maintenance costs; and
- e) criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

These factors are not the only ones you may use. Attach information to the agency file for future clarification of the award. (For more information on "responsive and nonresponsive bids" see *Best Practices Procurement Manual* Sec. 4.4.4.)

\_\_\_\_\_ Step 20 If the lowest bid is not selected, document the reasons for the selection on the *Determination of Best Value* (Form B-17). If none of the bids are selected, document the reasons and begin the bidding process over. Specifications may need to be amended. If a single bid or single responsive bid is received, refer to Sec. 4.4.3 of the *Best Practices Procurement Manual* in order to help determine fair and reasonableness of the bid and whether or not to accept the bid or reject the bid and begin the process again or abandon the project. If a single bid is received, an option is to return the bid unopened to the vendor and reject all bids and begin again. Do not negotiate bids as in a sole source procurement.

\_\_\_\_\_ Step 21 Allow for corrections to bids if there is a bid mistake such as minor informalities or irregularities discovered in bids prior to award -- such as a decimal in the wrong place, or obvious or apparent clerical mistakes discovered prior to award. If mistakes occur other than those listed above such as

a subcontractor's quote left out of the bid, allow the contractor to withdraw the bid. If mistakes are discovered after the award is made, you may allow the contractor to withdraw the bid if caught early enough, or handle it as a change order if the vendor will remain the responsible low bidder. In this case, tell the vendor that you will review the change and let them know by a date and time you set. You may want to ask legal counsel for advice. Call the City of Cheyenne Attorney. (See Appendix A for the name, telephone number, and e-mail address of the person to contact.)

- \_\_\_\_\_ Step 22 Check to see if the selected bidder has not been debarred from working on Federal Contracts. Check the Federal Government's General Services Administration Debarred Bidder's List at [www.sam.gov](http://www.sam.gov) under Search Records, enter bidder's name or company name. Complete the *Contractor Verification* (Form B-18.)
- \_\_\_\_\_ Step 23 **All contracts and procurements exceeding \$75,000 must be approved by the City of Cheyenne City Council.** Purchasing Manager will prepare an agenda item for the City Council meeting
- \_\_\_\_\_ Step 24 Following City Council approval, Purchasing Manager will send a *Notice of Contract Award for Bids and RFPs* (Form B-22) to the selected vendor to inform the company of the contract award. Set a time to discuss the details of the contract
- \_\_\_\_\_ Step 25 The vendor must respond indicating receipt of the *Notice of Contract Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance Bids and RFPs* (Form B-23).
- \_\_\_\_\_ Step 26 Purchasing Manager will send letters to the vendors not selected to inform them that a vendor has been selected. Mail these letters on the same day as the *Notice of Award*.
- \_\_\_\_\_ Step 27 The contract must be approved and signed by the Mayor. The contract is the *Bid and Award Contract Form* located in the Invitation for Bid Package that was signed by the Contractor when the bid was originally submitted.
- \_\_\_\_\_ Step 28 Send the vendor the *Notice to Proceed* (Form B-24).

- \_\_\_\_\_ Step 29 Maintain a correspondence file for correspondence with the Contractor and Sub-Contractors. When the project is completed, give correspondence and all other outstanding information and forms to the Purchasing Manager to file in the Procurement Master Project File
- \_\_\_\_\_ Step 30 Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the Closeout *Letter Release From Liabilities, Obligations And Claims* (Form B-25) as a template. Specifically address any and all issues that were in dispute or not resolved. If you make changes to the letter provided and have questions regarding the letter's legality, ask the City of Cheyenne Attorney (See Appendix A) to review it before sending it to the vendor. When the letter is returned, the Purchasing Manager will sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.
- \_\_\_\_\_ Step 31 Complete all Contract Closeout Procedures (refer to Chapter 7), and fill out the *Inspection and Acceptance Closeout Form* (Form B-26). The Purchasing Manager will ensure that the contract file is complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form B-27).

#### Competitive Proposals (Request for Proposals – RFP's)

Plan for thirty (30) to sixty (60) work days to place the order.

- a. Requests for Proposals are used to procure architectural and engineering services, technology, legal services, accounting services, insurance and in cases where the quality of the service outweighs price. (For more information, see *Best Practices Procurement Manual* Sec. 4.3.1.)
- b. The competitive proposal method is normally conducted with more than one source submitting an offer (proposal).
- c. Either a fixed price or cost reimbursement type contract is awarded.
- d. Request for Proposals must meet the following requirements according to FTA Circular 4220.1F, Chapter VI, Sec.3.d(2):
  - i. Publicity. The request for proposals is publicly advertised.

- ii. Evaluation Factors. All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.
  - iii. Adequate Sources. Proposals are solicited from an adequate number of qualified sources.
  - iv. Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
  - v. Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.
  - vi. Best Value. If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.
- e. An independent cost estimate is required for **all** purchases.
  - f. A cost analysis is required.
  - g. Proposers are required to submit corporate financial data and labor rates which proposers usually regard as privileged information. Therefore, treat all documentation received in response to Requests for Proposals as confidential. Should the need arise to share the contents of the proposal with another company or firm, first acquire permission in writing from a responsible official of the proposing firm. The City of Cheyenne Purchasing Manager will control the

dissemination of proposals within City of Cheyenne so that only staff with a demonstrable "need to know" have access to the proposals.

- h. The City of Cheyenne City Council is required to approve all contracts and procurements exceeding \$75,000 through an agenda item.
- i. For additional information on Request for Proposals, see the *Best Practices Procurement Manual* Sec. 4.5

## Procurement of Architectural and Engineering Services (A&E)

- a. When architectural or engineering services costing less than \$200,000 are needed for a specific project, a qualified firm or individual will be selected on a rotation basis from a list of architects and engineers who have expressed an interest in doing business with the City of Cheyenne and who have completed and submitted an Architect-Engineer and Related Services Questionnaire (Industry Standard Form 254).
- b. Initial selection shall be based only on the demonstrated competence and qualifications of the person, including any firm, who is to provide the services. **Price and/or number of man-hours must not be asked for or discussed during the initial selection phase.** After the firm or individual is selected, a contract shall be negotiated (section 6.2.5) at a fair and reasonable price using *Memorandum of Negotiations* (Form B-20).
- c. When Contracting for Architectural, Professional Engineering Services, and Land Surveying, use the competitive proposal procedures based on the Brooks Act as defined in 40 U.S.C. §541 - 544. (For the Brooks Act, see <http://www4.law.cornell.edu/uscode/40/541.html>) (Also see *Best Practices Procurement Manual* Sec. 6.5 for more discussion on procuring Architectural and Engineering Services.) The Brooks Act requires that:
  - i. An offeror's qualifications be evaluated and selection is based upon qualifications not price;
  - ii. Price be excluded as an evaluation factor although the price must be fair and reasonable;
  - iii. Negotiations be conducted with only the most qualified offeror; and
  - iv. Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract

award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

- d. This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services. These requirements apply except to the extent any state adopts or has adopted by statute a formal procedure for the procurement of architectural and engineering services.
- e. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.
- f. Develop Scope of Work.
- g. Choose the contract type most appropriate for the project such as fixed price, cost reimbursement, time and materials, and labor hour contracts.
- h. Conduct discussions with no fewer than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Invite the short-listed firms to give oral presentations. Advise firms in advance of questions the committee will ask regarding the firm and its capabilities. The selection committee should have members with experience in architecture, engineering, construction, procurement, EEO program, related matters, and members from the operational departments that will ultimately use the project. Select the most qualified firm from this pool of firms based upon criteria established and published. If a reasonable price cannot be negotiated with the first firm, *formally terminate negotiations with that firm*, and proceed down the list in order of rank based upon qualifications until a price is negotiated.

**To procure Architectural and Engineering Services, follow the procurement steps outlined above for Competitive Proposals (Request for Proposals) in number 8.**

#### Sole Source Procurements

- a. Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one

source or, after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with FTA Circular 4220.1F (see Chapter VI, Sec. 3.i(1)(b)).

- i. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
  1. Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
  2. Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
  3. Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
  4. Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major



components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

- ii. A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required. Complete *Cost Analysis Documentation* (Form B-15).
- b. Avoid Sole Source procurements except in circumstances where it is both necessary and in the best interest of the City of Cheyenne.
- c. Make sure the item or service is needed to meet a requirement and is not merely desired as something "nice to have."

#### Steps Involved in Sole Source Procurement

Complete the following steps when making a Sole Source Procurement. Place the date of completion for each step on the line provided. You may have already performed Steps 1 through 6 if (d) above "After solicitation of a number of sources, competition is determined inadequate," is the reason for the sole source method of procurement.

- \_\_\_\_\_ Step 1: Obtain budget approval from division administrator.
- \_\_\_\_\_ Step 2: Via e-mail, notify the Purchasing Manager about the project and include a project description. Work closely with the Purchasing Manager to complete and file forms in the Master Project File throughout the project
- \_\_\_\_\_ Step 3: Determine the approximate project cost by completing the *Independent cost estimate* (Form B-5)
- \_\_\_\_\_ Step 4: Determine the Contract Type by completing the *Justification for Contract Type* (Form B-6.)
- \_\_\_\_\_ Step 5: **If the independent cost estimate exceeds \$75,000, the purchase must be approved by the City of Cheyenne City Council.** The Purchasing Manager will prepare an agenda item for the City Council Meeting.
- \_\_\_\_\_ Step 6: For purchases exceeding \$75,000, inform the Purchasing Manager via e-mail. See Appendix A for the name of the person currently in this position

- \_\_\_\_\_ Step 7: Prepare the Invitation for Bid (IFB) or the Request for Proposal (RFP) and specify the required and desired elements. (See Chapter 4 for more information regarding bid packages and use the *Invitation for Bid Boiler Plate* template or the *Request for Proposal Boiler Plate*.) Coordinate basic safety and user requirements with all City of Cheyenne departments including the Risk Management Division. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign Form B-7 for the Contract File. If the procurement involves technology, the Specifications must include a clause whereby the contractor submits a letter of self-certification certifying compliance with National Architecture Standards (also Form B-6). In Sole Source procurements, include the *Contract Award Offer and Acceptance Form* (Form B-21) in the IFB or the RFP.
- \_\_\_\_\_ Step 8: Complete *Sole Source Procurement Justification* (Form B-16).
- \_\_\_\_\_ Step 9: Complete Cost Analysis Documentation (Form B-15). If price reasonableness can be established on the basis of a catalog or market price of a commercial product sold to the general public in substantial quantities or on the basis of prices set by law or regulation, complete the Price Analysis Documentation (Form B13). (see FTA Circular 4220.1F, Chapter VI, Sec. 6)
- \_\_\_\_\_ Step 10 Check to see if the selected bidder has not been debarred from working on Federal Contracts. Check the Federal Government's General Services Administration Debarred Bidder's List at [www.sam.gov](http://www.sam.gov) under Search Records, enter bidder's name or company name. Complete the *Contractor Verification* (Form B-18.)
- \_\_\_\_\_ Step 11 Complete negotiations and come to full agreement with the terms and conditions in the Invitation for Bid or Request for Proposal and the offer. If City of Cheyenne must first negotiate with the vendor to arrive at an agreement, complete the *Memorandum of Negotiations* (Form B-20), and have it signed by the vendor and City of Cheyenne officers. This memorandum will ensure that both parties agree

upon the negotiated terms and conditions. See Chapter 6, "Contract Negotiations," for more information.

- \_\_\_\_\_ Step 12 **All contracts and procurements exceeding \$75,000 must be awarded by the City of Cheyenne City Council.** Purchasing Manager will prepare an agenda item for the City Council Meeting.
- \_\_\_\_\_ Step 13 Within five (5) working days of City Council approval, if needed, or signing the *Memorandum of Negotiations* (Form B-20), if the contract is \$75,000 or less, send a *Notice of Contract Award for Bids and RFPs* (Form B-22) to the selected vendor to inform the company of the contract award. Set a time to discuss the details of the contract.
- \_\_\_\_\_ Step 14 The vendor must respond indicating receipt of the *Notice of Contract Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance for Bids and RFPs* (Form B-23).
- \_\_\_\_\_ Step 15 If there were negotiations, complete the information and signatures on the *Contract Award Offer and Acceptance Form* (Form B-21). The contract must be approved and signed by the Executive Director. (A form included in the Bid Package or Request for Proposals Package acts as the solicitation, and when signed by both parties, becomes the contract. When this form becomes the formal contract, it must be signed by the Executive Director.)
- \_\_\_\_\_ Step 16 Send the vendor the *Notice to Proceed* (Form B-24).
- \_\_\_\_\_ Step 17 Maintain a correspondence file for correspondence with the vendor. When the project is completed, give correspondence and all other outstanding information and forms to the Purchasing Manager to file in the Procurement Master Project File.
- \_\_\_\_\_ Step 18 Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the Closeout *Letter Release From Liabilities, Obligations And Claims* (Form B-25) as a template. Specifically address any and all issues that were in dispute or not resolved. If you make changes to the letter provided and have questions regarding the letter's legality, ask the City of Cheyenne Attorney (See Appendix A) to review it before mailing it to

the vendor. When the letter is returned, have the Executive Director sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.

- \_\_\_\_\_ Step 19 Complete all Contract Closeout Procedures (refer to Chapter 7), and fill out the *Inspection and Acceptance Closeout Form* (Form B-26). The Purchasing Manager will ensure that the contract file is complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form B-27).

## Construction Projects

- a. For construction projects worth \$2,000 or more in which Federal funds are used, the City of Cheyenne must comply with the Davis-Bacon Act, which mandates that minimum prevailing wages must be paid to the various classes of laborers and mechanics for work performed as determined by the Secretary of Labor. The Davis Bacon Act (40 U.S.C. 276a to 276a-7) can be found on the internet at <https://www.wdol.gov/dba.aspx>. The sections that apply are:
  - b. Sec. 276a. Rate of wages for laborers and mechanics
  - c. Sec. 276a-1. Termination of work on failure to pay agreed wages
    - i. completion of work by Government
  - d. Sec. 276a-2. Payment of wages by Comptroller General from
    - i. withheld payments; listing contractors violating contracts
  - e. Sec. 276a-3. Effect on other Federal laws
  - f. Sec. 276c. Regulations governing contractors and subcontractors
- a. The Davis-Bacon Act is supplemented by the Code of Federal Regulations (29 CFR part 5), <https://www.wdol.gov/dba.aspx>.
- b. All contractors and subcontractors on construction projects are required to pay prevailing wages. In the Invitation for Bid, include the most current Prevailing Wage Scale for the labor classes required to complete the project. (For a hypothetical example, carpenters must be paid a minimum of \$12.27 per hour, sprinkler fitters must be paid a minimum of \$23.73 per hour, backhoe operators must be paid a minimum of \$9.50 per hour.) Over forty hours per week, time-and-a-half must be paid. To obtain the most current Prevailing Wages from the Department of Labor, contact the Wage & Hour Public Contract Division at (866) 487-9243.
- c. Work with the Department of Labor to ensure that contractors and subcontractors are paying each employee the prevailing minimum wage and the appropriate overtime pay. Interviews of the employees must be

conducted to ensure compliance. Employees must be paid weekly through check or money order so there is a record of the pay. Good record keeping is critical in the event the Department of Labor audits the City of Cheyenne. Owners of companies who work on site are not required to pay themselves the prevailing wage.

- d. Determine insurance requirements (such as workers comp) if work is to be performed on City of Cheyenne property. Complete the insurance page (page 2) of the "Request to Solicit Competitive Bids or Proposals" form. **Also**, contact the City of Cheyenne Risk Management Coordinator for assistance with determining insurance needs.
- e. Follow the steps outlined for Small Purchases (\$0 to \$9,999), Medium Purchases (\$10,000 to \$74,999), or Large Purchases (Exceeding \$75,000) to procure a construction contractor.
- f. For information on bonding requirements, see FTA Circular 4220.1F.
- g. Include the Bidder's Questionnaire: Determination of Responsibility/Non-responsibility in the Bid Package (located in VII of the Bid Package.)

## BID PACKAGE AND REQUEST FOR PROPOSAL PROCEDURES

This chapter identifies recommended elements to be included in Invitation for Bid (IFB) Packages and Requests for Proposals (RFP).

### Invitation for Bid Cover Page

Bid Packages will contain the following sections:

a. Cover Page including the following items:

- \_\_\_ Invitation for Bid Number (assigned by the City of Cheyenne Purchasing Manager) and the item to be procured,
- \_\_\_ City of Cheyenne mailing address and physical address,
- \_\_\_ Date that the Invitation for Bid is issued,
- \_\_\_ Bid Closing Date,
- \_\_\_ Bid Closing Time (indicate the prevailing local time),
- \_\_\_ Pre-Bid Meeting Date,
- \_\_\_ Pre-Bid Meeting Time (indicate the prevailing local time),
- \_\_\_ City of Cheyenne Purchasing Manager name and telephone number,
- \_\_\_ A space for the bidder's name and address,
- \_\_\_ Description of Invitation for Bid,
- \_\_\_ Section for the bidder's signature.

b. \_\_\_ Bid and Award Contract Form. **This form acts as the solicitation, and when signed by both parties, becomes the contract.** This form must be signed by the Executive Director. Include the Type of Contract (See Appendix B, the second page of *Justification for Contract Type* (Form B-6)).

c. \_\_\_ Affidavit and Penalty of Non-Collusion.

d. \_\_\_ Solicitation, Offer and Award Boiler Plate containing the following sections:

- i. Section A: \_\_\_ Introduction and General Information -- Purpose and the history or background of the service. A general statement of the minimum experience and qualifications required of the contractor are also usually included in the introduction. For commodities, state the intended use of the item and the name of the using department.

1. \_\_\_ Scope - Explain what the City of Cheyenne expects to accomplish from the contract. Give a brief overview of the work required and define the extent of the service to be provided and the contract term.
  2. \_\_\_ Contract Documents
  3. \_\_\_ Notice, Waiver and Applicable Law
  4. \_\_\_ Definition of Terms
  5. \_\_\_ Compliance with Federal Requirements
    - a. \_\_\_ General Compliance
    - b. \_\_\_ Wage Price Regulations
  6. \_\_\_ Historically Underutilized Business Enterprise
  7. \_\_\_ Ineligible Bidders
- ii. Section B: \_\_\_ Instruction to Bidders
1. \_\_\_ Pre-Bid Conference
    - a. \_\_\_ Pre-Bid Conference Date, Time, and Location
    - b. \_\_\_ Attendance: Bidder's Responsibility, Not Mandatory
    - c. \_\_\_ Accommodations for Persons with Disabilities
    - d. \_\_\_ Pre-Bid Conference Agenda
  2. \_\_\_ Bid Submittal
    - a. \_\_\_ Delivery Procedures, Time and Date
    - b. \_\_\_ Bid Requirements and Format (number of copies, sealed, bid guarantee, etc.)
    - c. \_\_\_ Pre-Award Investigation
    - d. \_\_\_ Bid Preparation Costs
    - e. \_\_\_ Bid Acceptance Period
    - f. \_\_\_ Trade Secrets, Confidential Information, and the Public Information Act
    - g. \_\_\_ Modification of Bid
    - h. \_\_\_ Withdrawal of Bid
    - i. \_\_\_ Unauthorized Conditions
    - j. \_\_\_ Samples
  3. \_\_\_ Bid Opening
    - a. \_\_\_ Bid Opening Date, Time, and Location
    - b. \_\_\_ Bid Opening Postponement, Amendment and Addenda
    - c. \_\_\_ Public Opening of Bids
    - d. \_\_\_ Rejection of Bids

- e. ☐ Single Bid
- 4. ☐ Examination of Documents and Requirements
  - a. ☐ Examination of IFB Documents
  - b. ☐ Bidder Responsibility to Examine Conditions and Requirements
  - c. ☐ Evidence of Responsibility
- 5. ☐ Clarification of Requirements
- 6. ☐ Addenda, and Modifications
- 7. ☐ Protest Procedures
  - a. ☐ General Protest Procedures
  - b. ☐ Pre-Bid or Solicitation Phase Protest
  - c. ☐ Pre-Award Protest
  - d. ☐ Post-Award Protest
  - e. ☐ Appeals
- 8. ☐ Options (if applicable)
  - a. ☐ Evaluation of Options
  - b. ☐ Exercise of Options
- 9. ☐ Award Procedure
- 10. ☐ Execution of Contract and Bonds
  - a. ☐ Time Period for Execution of Contract and Filing Bonds
  - b. ☐ Performance Bond (for contracts exceeding \$150,000), and Payment Bond (for contracts utilizing subcontractors and exceeding \$10,000) Requirements, if any.
  - c. ☐ Bond Issued by Corporate Surety
  - d. ☐ Contract Commencement Date
  - e. ☐ Acceptance
  - f. ☐ Contract Termination for Convenience
  - g. ☐ Contract Termination for Default
  - h. ☐ Effect of Extensions of Time
  - i. ☐ Waiver
- 11. ☐ Delivery of Goods or Service
  - a. ☐ Delivery Procedure
  - b. ☐ Delivery Schedule
- 12. ☐ Service and Parts
  - a. ☐ Location of Nearest Technical Service Representative to City



- of Cheyenne
  - b. ☐ Location of Nearest Parts Distribution Center to City of Cheyenne
  - c. ☐ Policy for Delivery of Parts and Components to be purchased for Service and Maintenance:
- 13. ☐ Payment -- Note: The IFB may not include a ceiling budget or price; however, it may specify options that effectively limit the amount of funds City of Cheyenne will spend.
  - a. ☐ Payment Schedule
  - b. ☐ Sales Tax Exemption
- 14. ☐ Contractor Qualifications Including Description of Experience.
- 15. ☐ Licenses, Permits, Taxes
- 16. ☐ Information and Reports
- 17. ☐ Motor Vehicle Clauses for In-Plant Quality Assurance Requirements -- Include the following elements as needed:
  - a. ☐ Quality Assurance Organization
  - b. ☐ Quality Assurance Functions
  - c. ☐ Standards and Facilities
  - d. ☐ Control of Purchases
  - e. ☐ Manufacturing Control
  - f. ☐ Inspection System
  - g. ☐ Resident Inspector
  - h. ☐ Remedies and Penalties
- 18. ☐ Alternative Bid (Permission, if any, to submit alternative bids, including alternative material or design. The alternative bid must be in addition to the basic bid.)
- 19. ☐ Equal Employment Opportunity
- 20. ☐ Standard Department of Transportation Title VI Assurance
  - a. ☐ Compliance with Regulations
  - b. ☐ Nondiscrimination
  - c. ☐ Solicitations for Subcontracts
  - d. ☐ Sanctions for Noncompliance
  - e. ☐ Incorporation of Provisions in Subcontracts
- 21. ☐ Disadvantaged Business Enterprise (DBE) Requirements
  - a. ☐ Equal Opportunity to Submit Bid
  - b. ☐ DBE Definition

- c. ☐ DBE Requirements for Transit Vehicle Manufacturers
- 22. ☐ Conflict of Interest
  - a. ☐ Prohibited Interest
  - b. ☐ Disclosure of Conflicts of Interest
  - c. ☐ Interest of Members of or Delegates to Congress
  - d. ☐ Covenant Against Contingent Fees
  - e. ☐ Covenant Against Gratuities
- 23. ☐ Authorization to Bind Submitter of Bid
  - a. ☐ Bidder Name, Address, Officer Signature
  - b. ☐ Integral Part of the Contract
- 24. ☐ Factors and Requirements to be Considered in the Evaluation of Bids  
(include shipping costs and how each factor will be evaluated)
- 25. ☐ Prevailing Wage Rates Schedule for construction projects over \$2,000. (See Section 3.6 of this manual for more specific information.) Include a reference to the Davis-Bacon Act.
- 26. ☐ Notice of Award
- 27. ☐ Notice of Acceptance of Award
- 28. ☐ Changes by Contractor
- 29. ☐ Time Extensions
- 30. ☐ Liquidated Damages
  - a. ☐ Liquidated Damages Compensation
  - b. ☐ Delays Beyond the Contractor's Control
- 31. ☐ Contractor's Liability
- 32. ☐ Approval by the Purchasing Manager
- 33. ☐ Defective or Damaged Work
- 34. ☐ Damages
- 35. ☐ Penalty for Failure to Complete Contract
- 36. ☐ Infringement of Patents
- 37. ☐ Assignment

- 38. \_\_\_ Warranty of Title
- 39. \_\_\_ Compliance with Laws and Regulations
- 40. \_\_\_ Miscellaneous Clauses for Motor Vehicles
  - a. \_\_\_ Motor Vehicle Safety Standards
  - b. \_\_\_ Motor Vehicle Pollution Standards
  - c. \_\_\_ Specifications (Omission and Priority)
  - d. \_\_\_ Modifications to Contract: Price Adjustment for Regulatory Changes
  - e. \_\_\_ Interchangeability
  - f. \_\_\_ Materials/Accessories Responsibility
  - g. \_\_\_ Service and Parts (Instructors, Engineers, Documents, and Spare Parts)
  - h. \_\_\_ Deliveries (Assumption of Risk of Loss, Acceptance)
  - i. \_\_\_ Repairs After Nonacceptance
  - j. \_\_\_ Title
  - k. \_\_\_ Patents
  - l. \_\_\_ Brand Names
  - m. \_\_\_ Past Performance
  - n. \_\_\_ Financial Stability
  - o. \_\_\_ Safety Certification
  - p. \_\_\_ Performance Data
  - q. \_\_\_ Price for a Complete Coach
  - r. \_\_\_ Specified Parts
- 41. \_\_\_ Motor Vehicle Clauses for Acceptance Tests
  - a. \_\_\_ Acceptance Test, General
  - b. \_\_\_ Predelivery Tests and Inspections
  - c. \_\_\_ Post-Delivery Operation
- 42. \_\_\_ Motor Vehicle Clauses for Warranty Basic Provisions
  - a. \_\_\_ Warranty Requirements
  - b. \_\_\_ Voiding of Warranty
  - c. \_\_\_ Exceptions to Warranty
  - d. \_\_\_ Detection of Defects
  - e. \_\_\_ Scope of Warranty Repairs
  - f. \_\_\_ Fleet Defects
  - g. \_\_\_ Guarantee and Inspections
- 43. \_\_\_ MBE Requirements for Transit Vehicle Manufacturers
- 44. \_\_\_ Specifications and Brand Names
  - a. \_\_\_ Descriptive Not Restrictive
  - b. \_\_\_ Certify Equivalency
  - c. \_\_\_ Minor Deviations

- d. \_\_\_\_ Approved Brand List
- e. \_\_\_\_ Samples

45. \_\_\_\_ Federal Transit Administration Master Agreement Clauses.  
The complete FTA Master Agreement is located at:  
<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

(For a copy of the Representations and Certifications: Mandatory Federal Clauses, see the *Best Practices Procurement Manual* Sec. 8) **Use the clauses for the specific type contracts as indicated.**

- a. Fly America Requirements (**All persons and property above and below \$100,000**)
- b. Buy America Requirements (Construction Contracts, Acquisition of Goods or Rolling Stock valued at more than \$100,000)
- c. Charter Bus Requirements and School Bus Requirements (Operational Service Contracts only)
- d. Cargo Preference Requirements (All equipment, materials, or commodities)
- e. Seismic Safety Requirements (Construction of new buildings and additions to existing buildings)
- f. Energy Conservation Requirements (All contracts above and below \$100,000)
- g. Clean Water Requirements (All contracts over \$100,000)
- h. Bus Testing (Acquisition of rolling stock/turnkey only)
- i. Pre-Award and Post Delivery Audit Requirements (Rolling stock/turnkey only)
- j. Lobbying (Contracts over \$100,000 for Construction, Architecture/ Engineering, Acquisition of Rolling Stock, Professional Service, Operational Service, Turnkey)
- k. Access to Records and Reports (All contracts above and below \$100,000)
- l. Federal Changes (All contracts above and below \$100,000)

- m. Bonding Requirements (Construction or facility improvement over \$100,000)
- n. Clean Air (All contracts over \$100,000)
- o. Recycled Products (All contracts for items designated by EPA worth \$10,000 or more)
- p. Davis-Bacon Act (All construction contracts over \$2,000)
- q. Contract Work Hours and Safety Standards Act  
Construction Contracts over \$2,000, Rolling Stock, Turnkey, and Operational Services over \$3,000)
- r. Copeland Anti-Kickback Act (All construction contracts over \$2,000)
- s. No Government Obligation to Third Parties (All contracts above and below \$100,000)
- t. Program Fraud and False or Fraudulent Statements and Related Acts (All contracts above and below \$100,000)
- u. Termination (All contracts exceeding \$10,000, except nonprofits and Institutions of Higher Education must exceed \$100,000)
- v. Government-wide Debarment and Suspension  
(Non-procurement) (All contracts over \$100,000)
- w. Privacy Act (All contracts above and below \$100,000)
- x. Civil Rights Requirements (All contracts above and below \$100,000)
- y. Breaches and Dispute Resolution (All contracts over \$100,000)
- z. Patent and Rights in Data (Research projects to develop a product or information that is not capital or operating)
- aa. Transit Employee Protective Agreements (Each contract for transit operations performed by employees of a contractor recognized by FTA as a transit operator. The use of this clause must be determined by FTA: 817/978-0560)
- bb. Disadvantaged Business Enterprises (DBE) (All DOT assisted contracts)

cc.State and Local Law Disclaimer (All contracts above and below \$100,000)

dd. Incorporation of Federal Transit Administration (FTA) Terms (All contracts above and below \$100,000)

ee.Drug and Alcohol Testing (All Operational Service contracts)

iii. Section C: \_\_\_\_ General Conditions (paragraphs 1-26)

iv. Section D. \_\_\_\_ Bidder Unable to Respond Form

e. \_\_\_\_ Specification: a description of the supplies or services to be furnished in sufficient detail to permit open, full and free competition and should include methods and timing of testing and inspecting. (See Section 4.4 for more detail).

i. Section A: \_\_\_\_ Technical Specification - Include the following requirements as needed:

1. \_\_\_\_ Design Features and Requirements: List all design requirements, including materials, manufacturing standards and directions, dimensions, physical characteristics of all kinds, and workmanship standards.
2. \_\_\_\_ Performance Requirements and Characteristics: List all functional needs and performance requirements and include work-related needs which the item must achieve.
3. \_\_\_\_ Other Requirements: List any requirements not covered in the first two sections.

ii. Section B: \_\_\_\_ Applicable Documents: List all documents, plans, drawings, specifications, etc., that have been referenced in the specification, including title, edition or issue number, year of publication and publisher or originating organization. If necessary, state where the document(s) are located.

iii. Section C: \_\_\_\_ Definitions that define technical and critical terms where necessary.

f. Addenda as issued.

g. Legal Documents and Other Documents:

- ☐ Insurance Requirement Affidavit
- ☐ Statutory Payment Bond
- ☐ Statutory Performance Bond
- ☐ Certificate of Insurance
- ☐ Contractor Checklist
- ☐ Required Workers' Compensation Coverage
- ☐ Contract
- ☐ Bidder's Questionnaire: Determination of Responsibility/Non-responsibility

Request for Proposals Package

Request for Proposals will contain the following sections:

a. Part 1: Cover Page including the following items:

- ☐ RFP Number (assigned by the City of Cheyenne Purchasing Manager) and the item or service to be procured;
- ☐ City of Cheyenne mailing address and physical address;
- ☐ Date that the Request for Proposal is issued;
- ☐ RFP Closing Date;
- ☐ RFP Closing Time (indicate the prevailing local time);
- ☐ Pre-Proposal Meeting Date;
- ☐ Pre-Proposal Meeting Time (indicate the prevailing local time);
- ☐ City of Cheyenne Purchasing Manager name and telephone number;
- ☐ A space for the proposer's name and address;
- ☐ Description of Request for Proposal {Project Title};
- ☐ Place for proposer to acknowledge receipt of addenda; and
- ☐ Section for the proposer's authorized signature.

b. Part 2: ☐ Solicitation, Offer and Award Boiler Plate containing the following sections:

Section A: Instruction to Offerors

1. ☐ Proposal Delivery, Time & Date
2. ☐ Pre-Proposal Conference
3. ☐ Clarification of Requirements
4. ☐ Addenda & Modifications
5. ☐ Examination of Documents and Requirements
6. ☐ Proposal Copies
7. ☐ Proposal Preparation Costs

8. \_\_\_\_ Trade Secrets, Confidential Information,  
and the  
NM Public Information Act
9. \_\_\_\_ Disadvantaged Business Enterprise (DBE)  
Requirements
10. \_\_\_\_ Year 2000 Compliance and National  
Architecture  
Compliance
11. \_\_\_\_ Conflict of Interest
12. \_\_\_\_ Anti-Lobbying Provision
13. \_\_\_\_ Authorization to Bind Submitter of  
Proposal
14. \_\_\_\_ Evaluation Process
15. \_\_\_\_ Selection
16. \_\_\_\_ Award Procedure and Contract
17. \_\_\_\_ Equal Employment Opportunity
18. \_\_\_\_ Competitive RFP Procedures for  
Architectural  
and Professional Engineering Services Contracts  
Exceeding \$200,000 {use only if needed}
19. \_\_\_\_ Architecture and Professional Engineering Services.  
Contracts for Services Costing less than \$200,000 **{use  
only if needed}**

#### Section B: General Requirements

1. \_\_\_\_ Intent
2. \_\_\_\_ Project Description: history or background of the  
item or service to be procured. Describe the  
project in detail, using department, etc.
3. \_\_\_\_ Purpose of the Project: Describe how City of  
Cheyenne will use the product or service
4. \_\_\_\_ Scope of Work: Provide a brief overview of the  
work required and define the extent of the service  
to be provided. Describe the functions of the  
project management team.
5. \_\_\_\_ Duration of Contract
6. \_\_\_\_ Options
7. \_\_\_\_ Project Methodology
8. \_\_\_\_ Evaluation Criteria; Proposal Evaluation Criteria  
Form
9. \_\_\_\_ Proposal Format

c. Part 3: \_\_\_\_ Price Proposal and *Contract Award Offer and Acceptance Form*



- d. Part 4: \_\_\_ Federal Transit Administration Master Agreement Clauses (The complete FTA Master Agreement located at <http://www.fta.dot.gov/library/legal/agreements/2001/ma.html>).

For a copy of the Representations and Certifications: Mandatory Federal Clauses, see the *Best Practices Procurement Manual* Sec. 8) **Use the clauses for the specific type contracts as indicated.**

- a. Fly America Requirements (**All persons and property above and below \$100,000**)
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- d. Cargo Preference Requirements (All equipment, materials, or commodities)
- e. Seismic Safety Requirements (Construction of new buildings and additions to existing buildings)
- f. Energy Conservation Requirements (All contracts above and below \$100,000)
- g. Clean Water Requirements (All contracts over \$100,000)
- h. Bus Testing (Acquisition of rolling stock/turnkey only)
- i. Pre-Award and Post Delivery Audit Requirements (Rolling stock/turnkey only)
- j. Lobbying (Contracts over \$100,000 for Construction, Architecture/Engineering, Acquisition of Rolling Stock, Professional Service, Operational Service, Turnkey)
- k. Access to Records and Reports (All contracts above and below \$100,000)
- l. Federal Changes (All contracts above and below \$100,000)
- m. Bonding Requirements (Construction or facility improvement over \$100,000)
- n. Clean Air (All contracts over \$100,000)
- o. Recycled Products (All contracts for items designated by EPA worth \$10,000 or more)

- p. Davis-Bacon Act (All construction contracts over \$2,000)
- q. Contract Work Hours and Safety Standards Act Construction Contracts over \$2,000, Rolling Stock, Turnkey, and Operational Services over \$3,000)
- r. Copeland Anti-Kickback Act (All construction contracts over \$2,000)
- s. No Government Obligation to Third Parties (All contracts above and below \$100,000)
- t. Program Fraud and False or Fraudulent Statements and Related Acts (All contracts above and below \$100,000)
- u. Termination (All contracts exceeding \$10,000, except nonprofits and Institutions of Higher Education must exceed \$100,000)
- v. Government-wide Debarment and Suspension (Non-procurement) (All contracts over \$100,000)
- w. Privacy Act (All contracts above and below \$100,000)
- x. Civil Rights Requirements (All contracts above and below \$100,000)
- y. Breaches and Dispute Resolution (All contracts over \$100,000)
- z. Patent and Rights in Data (Research projects to develop a product or information that is not capital or operating)
- aa. Transit Employee Protective Agreements (Each contract for transit operations performed by employees of a contractor recognized by FTA as a transit operator. The use of this clause must be determined by FTA: 817/978-0560)
- bb. Disadvantaged Business Enterprises (DBE) (All DOT assisted contracts)
- cc. State and Local Law Disclaimer (All contracts above and below \$100,000)
- dd. Incorporation of Federal Transit Administration (FTA) Terms (All contracts above and below \$100,000)
- ee. Drug and Alcohol Testing (All Operational Service contracts)

- e. Part 5: \_\_\_\_ Proposer Unable to Respond Form
- f. Part 6: \_\_\_\_ Addenda
- g. Part 7: \_\_\_\_ Legal Documents and Other Documents

### Amending the IFB or RFP

Any bidder in doubt of the true meaning of any part of the specifications or other documents may request an interpretation from the City of Cheyenne Purchasing Manager. If the Purchasing Manager finds that the interpretation is substantive or that a mistake has been made, the Purchasing Manager will issue a written addendum to all bidders that received the original Invitation for Bid or Request for Proposal. The addendum will become part of the Invitation for Bid Package or Request for Proposal and will have the same binding effect as provisions of the original document. No verbal explanations or interpretations will be binding. In order for a request for interpretation be considered, the request must be submitted in writing and must be received by the City of Cheyenne Purchasing Manager no later than five (5) days prior to the bid or proposal due date. City of Cheyenne does not assume responsibility for the receipt of addendum sent to bidders or proposers. A copy of all addenda issued must be signed and returned with the bidder's bid or proposal. The bidder must also acknowledge receipt of the addenda by signing the appropriate place on the Invitation for Bid or Request for Proposal cover sheet.

### Specifications

Specifications provide clear guides to purchasing and provide vendors with firm criteria of minimum product or service acceptability. A specification is a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating, whenever appropriate, the procedure by means of which it may be determined whether the requirements given are satisfied. As far as practicable, it is desirable that the requirements be expressed numerically in terms of appropriate units together with their limits. Specifications are intended to serve as a means of assuring that the items purchased have the desired quality and performance characteristics.

### Specification Criteria

A good specification has four (4) characteristics:

- a. It sets the minimum acceptability of the good or service. The term "minimum acceptability" is key, since the vendor must know the minimum standard in order to determine what to provide. Too high a standard means tax dollars will be wasted. Too low a standard means the good or service will not meet the user's expectations. Standardization is the process of establishing agreement on the characteristics and quality of the products to be purchased. The justification for any standardization program is savings. Some of the cost reduction features of a good standardization program are larger quantities of fewer goods categories, more economical buying,

flexibility of inventory, reduction of purchasing time, lower departmental operating costs, and reduced inventories.

- b. It should promote competitive bidding. The maximum number of responsible vendors should be able to bid to the specification. Restrictive specifications decrease competition.
- c. It should contain provisions for reasonable tests and inspections for acceptability of the good or service. The methods and timing of testing and inspecting must be indicated in the specification. Whenever possible, tests should refer to nationally recognized practices and standards.
- d. It should provide for an equitable award to the lowest responsible and responsive bidder. The buyer obtains goods or services that will perform to expectations, and the vendor is able to provide the goods or services at an equitable agreed price.

Use the following checklist to ensure that a specification meets the four (4) criteria stated above.

- \_\_\_ It is simple, consistent, and specific enough that a loophole will not allow a bidder to evade any of the provisions and thereby take advantage of competitors or City of Cheyenne.
- \_\_\_ The specification includes a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- \_\_\_ Detailed product specifications should be avoided if at all possible.
- \_\_\_ It identifies, when possible, several brand names or a specification already on the market. When brand names are used, the bid shall clearly indicate that the intent is not to restrict competition and that other brands and models of the same general type and function will be acceptable. A "brand name or equal" description may be used only when City of Cheyenne cannot provide an adequate specification or more detailed description without performing an inspection and analysis in time for the acquisition under consideration. Further, if a "brand name or equal" is used, the specification must carefully identify the minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation. Include an "or equal" or "or approved equal" clause to safeguard against restricting competition. Specifications shall not be restrictive to a single brand or vendor or

be labeled "NO SUBSTITUTE." If such restriction is necessary, a sole-source purchase is involved and requires a detailed justification that describes why only one supplier or brand can fill the need. This justification shall contain specific information regarding the peculiarities of the purchase, such as a supplier's unique capability, critical time schedules, which cannot be met by other suppliers, or patent/copyright considerations. (For information on Sole Source Procurements, see Section 3.5.) (See the Best Practices Procurement Manual Sec. 2.4.2.2.1 for more information on Brand Names and Approved Equals.)

- Describe the method of checking the specification, which will govern acceptance or rejection. A specification which cannot be checked is of little value, and where checking methods vary in accuracy, only confusion can result.
- Allow for reasonable tolerances. Unnecessary precision is expensive.
- The specification is as fair to the vendor as possible.
- Several bidders are capable of meeting the specification for the sake of competition.
- The specification is clear. Misunderstandings are expensive. The specification must be understandable to both the vendor and the City of Cheyenne department that will use the product or service.

### Where to Obtain Specifications

The City of Cheyenne department/division may have to write its own specifications. However, it is recommended that departments attempt to obtain existing specifications, at least to get some ideas. Specifications may be obtained from the following sources:

- Other local governments - Contact cities, counties or other governmental entities.
- Trade associations and vendors. If using vendor's specifications, try to remove any "vendor bias", e.g. specifications which fit only one brand name.
- Other public or private standards and specifications writing associations - such as Underwriters Laboratories, American National Standards Institute.
- Professional associations for procurement managers - such as National Purchasing Institute, National Institute for Governmental Purchasing.

### Types of specifications

The following are the most commonly used types of specifications. A single specification may be a combination of two or more of these types, especially the first two.

- Design Specifications - detailed descriptions of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details

needed for the provider to produce an item of minimum acceptability. Design specifications are usually required for construction projects and custom produced items and for many services.

- Performance Specifications - where the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability and recommended practices.
- Combination Specifications - contains elements of both design and performance specifications. Some features of each are included to allow a vendor to use ingenuity to meet performance needs and also to require certain necessary design characteristics. This is probably the most common type of specification.
- Brand-Name Specifications - list a good or service by brand name, model, and other identifying specifics, in order to limit the bidding to a single preferred product. Since this type of specification discourages competition, it should not be used unless the item is the only one which will satisfy the requirements of City of Cheyenne. This type of specification is useful for purchasing replacement parts where only the brand name item will work.
- Brand-Name or Equal Specifications - similar to brand-name specifications, except that products equal to the characteristics of the named brand are specified as acceptable.
- Qualified Products List Specifications - based on a list of products, identified by manufacturers' name and model numbers, which are the only items that will be acceptable. These are used when quality is such a critical factor and testing so lengthy or expensive that City of Cheyenne wants to stay with proven products. The list is prepared by testing products, either in the lab or in daily use. Items may be added to the list by the vendor demonstrating their quality in comparison to those on the list.
- Approved Product List Specifications - See Qualified Products List Specifications.
- Standard Specifications - a single specification for one or more goods/services that are ordered on a recurring basis and that have the same general purpose. The same specification is used each time an order is placed or bids are advertised. Examples are office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be more complete and detailed than one-time specifications.
- Qualified Bidder - Specifying the minimum qualifications that a bidder must meet in order to be eligible for award is used primarily for major construction projects and service contracting. Experience, references, qualifications, and evidence of financial stability required of each bidder must be completely described. Avoid using qualification criteria that are not based on a contractor's ability to provide the service or that limit competition.

## Specification Writing

Try to obtain an existing specification before starting to write a new one, you will almost always have to do some specification writing or rewriting. This section will help you accomplish this task as simply and efficiently as possible.

- e. Step 1. Determine that an acceptable specification is not available and a new one must be written or an old one must be revised.
- f. Step 2. Gather data for the specification.

Sources are:

- i. using department - Determine their needs and requirements;
- ii. vendors and manufacturers;
- iii. trade associations for that commodity, service or product;
- iv. other local government, state, federal and Canadian specifications and standards;
- v. private or public standards-writing organizations, such as:
  - 1. ASTM - American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania, 19103
  - 2. SAE - Society of Automotive Engineers
  - 3. ASHRAE - American Society of Heating, Refrigeration and air- conditioning Engineers
  - 4. Many, many others. Contact the vendor for the commodity or a trade association for the commodity for information.
- g. Step 3. Analyze and evaluate the data based on the government's requirements.
- h. Step 4. Decide on parameters for the item of service and set minimum levels of acceptance so that the items purchased will meet the needs of City of Cheyenne.
- i. Step 5. Write the proposed specification. Use a standard format for all specifications to ensure uniform preparation and to promote easier understanding by users of the specification.
  - i. Specifications should always be written to encourage competition by containing as little restrictive language as possible.
  - ii. Use U.S. Industry and national standards and measures where appropriate to describe the items.
- j. Step 6. Where applicable, and especially for standardized specifications, circulate the specification to:
  - i. all potential users
  - ii. Purchasing ManagerRequest their comments. Users should comment on unsatisfactory aspects of the specification to avoid protests later.

- k. Step 7. Analyze and evaluate comments on the proposed specification:
  - i. tabulate recommended changes
  - ii. evaluate the effect on proposed specification
  - iii. discuss with users and buyers
- l. Step 8. Change proposed specification, and
  - i. if necessary, re-circulate new proposed specification. Go back to Step 6, or
  - ii. if only minor changes, prepare final version.
- m. Step 9. Assign specification number.



## DISPUTE AND PROTEST PROCEDURES

According to FTA Circular 4220.1F, "In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation." **In all instances, the City of Cheyenne shall disclose information regarding protests to FTA via memorandum.** Potential bidders, contractors, or proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. The City of Cheyenne will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. The City of Cheyenne will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation.

All protests lodged by potential or actual bidders, contractors, or proposers must be made in writing and contain the following information:

- Name, address, and telephone number of the protester.
- Identification of the solicitation or contract number and title.
- A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- Identification of the issue(s) to be resolved and statement of what relief is requested.
- Argument and authorities in support of the protest.
- A statement that copies of the protest have been mailed or delivered to all interested parties in the Invitation for Bid or Request for Proposal process. In the case of Requests for Proposals, the City of Cheyenne Purchasing Manager shall direct the protester to mail or deliver the protest to relevant parties.

Mail the protest to:

Purchasing Manager  
City of Cheyenne  
2101 O'Neil Avenue, Room 309  
Cheyenne, WY 82001

OR

Overnight or hand deliver the protest to:  
Purchasing Manager  
City of Cheyenne  
2101 O'Neil Avenue, Room 309  
Cheyenne, WY 82001

Faxed or e-mailed protests will not be accepted.

The City of Cheyenne Attorney's Office will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Attorney's Office and Purchasing Manager will perform the following analysis:

- Price Analysis or Cost Analysis for each claim.
- Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the contractor's, City of Cheyenne, and FTA's legal positions.

(For more information on developing a position and how to handle liquidated damages, refer to the *Best Practices Procurement Manual*)

The Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the City of Cheyenne will be final. The Federal Transit Administration will entertain appeals only in cases stated below in Section 5.4.

## PRE-BID OR SOLICITATION PHASE PROTEST

A Pre-Bid or Solicitation Phase Protest must be received in writing by the City of Cheyenne Purchasing Manager a minimum of five (5) full work days prior to the bid opening or proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the Purchasing Manager, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) work days from the time the protest is received, the City of Cheyenne Purchasing Manager will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The Attorney's Office will respond to the protest in writing within five (5) working days from the time the protest was received. If the Purchasing Manager decides to withhold the award pending the resolution of the protest, the Purchasing Manager may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid to the need for re-advertising.

The City of Cheyenne will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless the City of Cheyenne determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to the City of Cheyenne or the federal government.

The Purchasing Manager will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

## PRE-AWARD PROTEST

Protests may be lodged after the Bid Opening or Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) work days from the time the protest is received, the City of Cheyenne Purchasing Manager will notify all potential bidders, contractors, or proposers that a protest has been lodged. The Attorney's Office will respond to the protest in writing within five (5) working days from the time the protest was received. If the Attorney's Office and Purchasing Manager decide to withhold the award pending the resolution of the protest, the Purchasing Manager may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

The City of Cheyenne will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless the City of Cheyenne determines that:

- The items or services to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make the award will otherwise cause undue harm to the City of Cheyenne or the Federal Government.

The Purchasing Manager will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

## POST-AWARD PROTEST

The City of Cheyenne Purchasing Manager will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been

received by bidders or proposers. Upon receipt of a protest, the Purchasing Manager shall notify the bidder or proposer awarded the contract. The Purchasing Manager will render a determination to proceed with the contract or suspend the project until the protest is resolved. The Attorney's Office will respond to the protest in writing within five (5) working days after receipt of the protest.

## APPEALS

The City of Cheyenne Attorney's Office has the authority to settle any dispute and resolve the protest. The Attorney's Office may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the City of Cheyenne Mayor within three (3) working days after the Attorney's Office issues a final decision. The Mayor or the Mayor's Chief of Staff will issue a decision within five (5) working days after receipt of the appeal.

The City of Cheyenne may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s).

The Protester has the right to appeal in writing to the Federal Transit Administration (FTA) if:

- The Protester has exhausted all administrative remedies with the City of Cheyenne, and
- The City of Cheyenne has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region 8 Office within five (5) working days of the date the Protester knew or should have known of the violation.

Federal Transit Administration  
Byron Rogers Federal Building  
1961 Stout Street  
Suite 13-301  
Denver, CO 80294  
United States  
Phone: 303-362-2400

When the Protester sends an appeal to FTA, the Protester must also send copy of the appeal to the City of Cheyenne Purchasing Manager within the same timeframe. In the event of a protest, the Purchasing Manager will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, the City of Cheyenne will grant an allowance for request for reconsideration.

## NOTIFICATION OF FTA IN DISPUTE MATTERS

The FTA Master Agreement —*Disputes, Breaches, Defaults, or Other Litigation*, states that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform the FTA before doing so.
- b. Federal Interest in Recovery. The Federal Government retains the right to proportionate share of any proceeds recovered from any third party, based on percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- c. Enforcement. The Recipient must pursue its legal rights and remedies available under any third-party agreement, or any federal, state or local law or regulation.

FTA Circular 5010.1D, requires grantees to notify FTA of any current or prospective litigation or major disputed claim in excess of \$100,000 relating to any third party contract. This Circular also requires grantees to provide a list of all outstanding claims exceeding \$100,000 and a list of all claims settled during the reporting period as part of each quarterly progress report. A brief description and reasons for each claim should accompany this list.

For information on circumstances where the City of Cheyenne is required to secure FTA review and concurrence in a proposed claim settlement before using Federal funds, refer to the *Best Practices Procurement Manual*.

## CONTRACT NEGOTIATION

The Purchasing Manager, along with the division appointed representative shall be responsible for all negotiations with proposers, and prospective contractors and shall obtain the necessary assistance from personnel involved in the procurement project and legal counsel.

## COMPETITIVE NEGOTIATION

In order to procure Professional/Personal Services, Technology, and Architectural/Engineering (A&E) services, City of Cheyenne will issue Request for Proposals. All proposals except for A&E shall require both technical and cost proposals. City of Cheyenne shall solicit proposals from a minimum of three sources to ensure adequate competition. City of Cheyenne reserves the right and sole discretion to cancel the solicitation, without penalty. City of Cheyenne reserves the right to reject all proposals and resolicit or cancel the procurement if this action is considered to be in the best interest of City of Cheyenne. The City of Cheyenne also reserves the right to award the contract based upon initial submissions or on the basis of a best and final offer without conducting written or oral discussions if the solicitation specifically stipulates this reservation of the City of Cheyenne rights. Whenever the City of Cheyenne enters negotiations with one proposer, the City of Cheyenne must enter discussions with all proposers that submitted proposals within the City of Cheyenne predetermined price range, except in the case of A&E (see below). If City of Cheyenne does enter into negotiations, City of Cheyenne shall make the final selection at the conclusion of formal negotiations based upon the evaluation of best and final offers, unless City of Cheyenne decides to award the contract based upon initial submissions. It is critical to thoroughly document all correspondence and negotiations.

If procuring Architectural or Engineering services, City of Cheyenne will enter negotiations with the most technically qualified firm to arrive at a fair and reasonable price. If an agreement cannot be reached, City of Cheyenne will enter negotiations with the next qualified firm on the list, and will proceed in this manner, until an award is made.

All proposal's cost and pricing data that City of Cheyenne receives shall be treated as confidential. All technical data received in response to RFPs shall also be treated as confidential except for data contained in the awarded contract.

The City of Cheyenne Proposal Evaluation Team for the specific procurement will convene to evaluate and rank the proposals. If needed, the Evaluation Team may conduct oral interviews with the finalists. The Evaluation Team shall then finalize the selection of proposers in descending order for the document file.

The Evaluation Team shall then enter into detailed and carefully documented negotiations with each of the finalists. The negotiations shall consist of addressing

the total proposed effort and contract terms and conditions. Avoid "auctioning" of prices (allowing vendors to lower their prices below their competitor's, and so on). Complete the *Memorandum of Negotiations* (Form B-20). After negotiating with each proposer, establish a schedule and deadline for the submission of "Best and Final Offers" which may include Technical and/or Cost/Price Proposals.

Upon receiving the "Best and Final Offers," reconvene the Evaluation Team. Perform a Cost Analysis on the submitted contract modifications, and decide which proposer should receive the contract award based either upon the final offers or the initial offers. Complete the procurement steps listed in section 3.4.1. Document the Evaluation Team's methodology to select a proposal.

If the Evaluation Team is unable to reach an agreement with the proposers, assess the reasons and either amend the Request for Proposals and send the amendments to the proposers with whom the Evaluation Team is negotiating, or formally cancel the solicitation and start over with a new Request for Proposals.

## NONCOMPETITIVE NEGOTIATION

Whenever City of Cheyenne performs a "Sole Source Procurement," noncompetitive negotiation is involved. After receiving only a single bid or determining that competition is inadequate, discuss with the Purchasing Manager about entering into negotiations with the single bidder in order to establish a fair and reasonable price. Negotiate the final terms and conditions of the contract using the negotiation procedures outlined in the competitive negotiation method above. These negotiations can be more pointed and open because there is no competitive environment involved and the integrity of the procurement process is not involved.

## CONTRACT MANAGEMENT

After the procurement is complete, the recipient is responsible for ensuring that the product or services procured are actually received.

The City of Cheyenne (recipient) will identify a person within their agency to server as the Project Manager, typically the Division Director, to oversee the contract and to be responsible for the following activities:

- a. Understand the nature of the solicitation, what was agreed to as part of the negotiations, and the structure and substance of the contract.
  - b. Monitor the contract to ensure there is no scope creep, cardinal changes, or tag-ons.
    - i) Scope creep is when small changes in service levels or commodity purchases are made to multi-year agreements over a period of time, resulting in a large change from the original procurement.
    - ii) Cardinal changes are major deviations from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract.
    - iii) Tag-ons are adding quantities on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others and then treating the add-on portion as though it met the requirement of the original competition.
  - c. If modifications are required, complete the necessary paperwork listed in the appendices of the respective toolkit. Work with the person who conducted the procurement to complete the required paperwork. (For additional information: FTA Circular 4220.1F Third-Party Contracting Guidance)
  - d. Track the progress of the project.
  - e. Document the progress, deliverables reached and decisions made.
  - f. If the contract requirements are not being met, document the areas of non-compliance. Discuss areas of non-compliance with the contractor, document the conversations and timeframe and deliverables of corrective actions. Discuss and document issues such as if the project is on time and on budget? If not, discuss and document what needs to happen to get it back on track?
  - g. Ensure that contract invoicing is consistent and compliant with contract provisions
- Key documents in the contract administration file:
- a. Statement of Work



- b. Required Reports
- c. Documentation necessary to review, approve and pay invoices
- d. Manage the project throughout the life of the contract.
- e. If there are multiple years to the contract, know when the contract was executed, the original term of the contract (1 year or 2 years), were the options included in the contract, is a new solicitation needed. If it's in an option year, there is documentation needed to be completed a couple of months before the contract expires. If a new solicitation is needed, it should be started 6-12 months before the current contract expires.

If the contract has an option year(s), verify and document the following:

- a. The price for the current year is fair and reasonable. Check the contract to see if there is an escalator/de-escalator based on Consumer Price Index (CPI) or Producer Price Index (PPI). If CPI or PPI is the only factor, and the contractor is willing to sign an *Exercise of Options* to extend the contract for another year at the existing price, submit written documentation supporting that decision.
- b. If recipient does not execute an exercise of option year, then procurement must be resolicited.
- c. Whether the contractor has performed as required in the contract. If not, consider resoliciting for a contractor that can perform satisfactorily.
- d. The statement/scope of work for the next year. Check with all personnel that may be affected by the contract to verify completeness of the statement of work. Keep in mind, the scope of work must be consistent with the contract and should not include scope creep or cardinal changes.
- e. Obtain signed federal clauses for each option year.

## Commodities Contract

- a. Verify the item received was the item on the purchase order.
- b. Complete any necessary paperwork and/or reporting.
- c. The recipient must ensure that the commodity met the specifications and document in writing any changes that may have been made in the procurement process. If the item does not meet the contract requirements, notify the contractor immediately.
- d. Payment must be held from the contractor until all contract requirements are met.

## Services Contract

- a. Verify the service procured is thoroughly completed.

- b. A detailed statement of work must be included as part of the contract so both the recipient and the contractor understand the contract terms.
- c. Complete any necessary paperwork and/or reporting.
- d. If the service does not meet the contract requirements, notify the contractor in writing as soon as there is deviation from the contract. Develop a plan to allow the contractor to achieve compliance with the contract.
- e. A payment made for a service indicates acceptance that the service met all contractual requirements. Payment must be held from the contractor until all contract requirements are met.

## CONTRACT CLOSEOUT PROCEDURES

In order to comply with the *Closeout* requirements of 49 CFR Part 18.50

(<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200049>), grantees must obtain the required information, reports, final invoices, and other documentation as appropriate from their third-party contractors as part of the contract closeout process. The Contract Closeout Procedures ensure that contracts are both "physically complete" and "administratively complete."

- The vendor has rendered all services and has fulfilled the contract.
- The vendor has delivered all articles or services and City of Cheyenne has accepted them, including such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms). These deliverable items may or may not have been priced as discrete pay items in the contract, but they are required deliverables, and the contract is not physically complete until all deliverables are made.
- City of Cheyenne has made all payments on the services or articles including the Final Payment.
- The Contractor has formally released City of Cheyenne from all liabilities, obligations, and claims.
- All administrative actions have been completed including
  - the settlement of disputes, protests, and litigation;
  - the final overhead rates have been determined;
  - funds have been released; and
  - property has been accounted for or disposed of properly.
- All documentation has been properly filed.

More information on contract closeout procedures used by the Federal Government for its contracts may be found in FAR Part 4.804, *Closeout of Contract Files*. FAR Part 42.15, *Contractor Performance Information*, discusses the preparation of *Contractor Performance Reports*. (The Federal Acquisition Regulation (FAR) website is located at <http://www.arnet.gov/far/>.)

## FINAL PAYMENT

The City of Cheyenne will make the Final Payment for the article or service once the contract is complete and the City of Cheyenne has accepted the work. The Final Payment will be made after the Contractor presents a properly executed voucher or invoice that shows the dollar amount agreed upon in the contract less any amounts previously paid. Before authorizing the final payment, the City of Cheyenne Purchasing Manager must receive a memorandum from the City of Cheyenne appointed division representative ensuring that all required inspections have been performed and certifying to the satisfactory completion of the contract. Pay careful attention to documents that are notoriously problematic, such as warranties. City of Cheyenne may wish to make

warranty documents a pay item in contracts when the contract pay items are being established. This action will motivate the Contractor to deliver the documents in a timely manner and preclude a dispute as to the proper amount that should be paid for these items. **If, and only if**, the contract contains a clause that Final Payment could be withheld until the articles or service under the contract are completed, finalized, and accepted, City of Cheyenne may withhold the final payment until both parties agree in writing that the contract has been completed. Most payment clauses require the Contractor to furnish and execute a release of claims. This is generally used if subcontractors are involved and ensures that all sub-claims have been paid and resolved. A General Release at the time of the Final Payment effectively bars all existing Contractor claims, including pending claims and known and unknown claims. The Contractor may reserve the right to Specific Claims by excepting those claims at the time that the Release is executed. The Final Payment also ends City of Cheyenne's ability to file claims against the Contractor except in the event of latent defects, fraud, or gross mistakes. For A&E projects final settlements will be advertised in local newspaper a minimum of 10 days prior to release of final payment.

## POST-PERFORMANCE AUDIT

A close-out audit may be required to determine the final provisional overhead rates in cost reimbursement contracts. In addition to the overhead costs, there may also be some elements of costs that need audit examination. This audit cannot be conducted until the Contractor has completed the contract and submitted a final invoice. The final settlement of claims may create additional audit issues.

## CONTRACT CLOSEOUT CHECKLIST

The City of Cheyenne Purchasing Manager uses a *Contract Closeout Checklist* that lists all the administrative steps required to close out a contract. Different checklists may be developed for different types of contracts given the different requirements for the various contracting situations, e.g., commodities, services, construction, cost-type contracts, etc.

The Federal Transit Administration requires grantees to provide the following:

- a. Final performance or progress report.
- b. Financial Status Report.
- c. Final request for payment.
- d. Invention disclosure (if applicable).
- e. Federally-owned property report (does not include property obtained with grant funds).

It is generally the responsibility of the City of Cheyenne Project Manager to establish that the work under a contract has been completed and the contract is ready for closeout. Upon determining that the work is complete, the Project Manager prepares a checklist showing all the contract deliverables and submittals, and indicating on the checklist that all submittals and deliverables have been reviewed, inspected and accepted. The Project Manager sends a memorandum to

the Purchasing Manager indicating that the contract is complete and all required deliverables have been inspected and accepted.

To closeout routine purchase orders and contracts for commodities and other commercial products, City of Cheyenne's Purchasing Manager ensures that the item's end user has inspected and accepted the deliverable items as being in conformance with the purchase order/contract specifications. Complete the *Inspection and Acceptance Closeout Form* (Form B-26) and place it in the file attesting to the contractor's delivery of all contract end items, including any descriptive literature or warranty documentation. The file must also contain documentation from City of Cheyenne's Finance Department as proof of final payment.

Contracts for personal services, complex equipment, rolling stock, construction, and other one-of-kind items require a number of steps to affect an administrative closeout. Major elements of the closeout process, and related documentation, might include:

- a. \_\_\_\_ Resolution of all contract changes, claims, and final quantities delivered.
- b. \_\_\_\_ Determination/recovery of liquidated damages.
- c. \_\_\_\_ Review of the insurance claim file by counsel/insurance specialist to determine if funds need to be withheld from final payment to cover unsettled claims against the contractor. For all contracts requiring the Contractor to maintain insurance for its products or services (e.g., professional liability or product liability insurance), the Purchasing Manager should obtain *proof of insurance* from the Contractor as part of the closeout process. The Purchasing Division will be required to maintain these documents as active files until such time as the insurance requirement ceases under the terms and conditions of the contract; i.e., these insurance terms will continue past (survive) the final contract payment.
- d. \_\_\_\_ Settlement of all subcontracts by the prime contractor.
- e. \_\_\_\_ Performance of all inspections (and acceptance tests if any) by the grantee's project manager, with appropriate documentation.
- f. \_\_\_\_ Conduct a cost audit for cost-reimbursement contracts and resolve questioned costs, if any.
- g. \_\_\_\_ Generation of a Contractor Performance Report. A performance report may be generated if the Project Manager or Purchasing Manager thinks that such a report would be helpful in conducting future procurements, especially if the product or service is exemplary or unsatisfactory. The GSC has a Contractor Performance Form located at <http://www.gsc.state.tx.us/stpurch/forms/venform.pdf>.
- h. \_\_\_\_ The submittal of all required documentation by the Contractor, including items such as:

- Final reports
- Final payroll records and wage rate certifications
- Spare parts list
- Manufacturer's Warranties and Guarantees. The contract specifications may require that individual warranties or guarantees be furnished for various installed equipment or building systems. For each completed contract requiring warranties, the Project Manager should develop a *Warranty and Guarantee Register*, which is a status form listing:
  - each individual item of equipment and system for which a warranty or guarantee is specified (roofing, doors, sealants, etc.);
  - the pertinent section in the contract specification;
  - the name of the company providing the warranty;
  - the expiration date of the warranty; and
  - the address of the providing company

An example of a *Warranty and Guarantee Register*, used by MARTA, can be found in *Best Practices Procurement Manual* Appendix B.13. City of Cheyenne can use the *Warranty and Guarantee Register* to monitor upcoming warranty expirations so that the equipment or building system can be inspected before the expiration date, and request the Contractor to make corrective actions.

- Final corrected shop drawings
- Operation and maintenance manuals
- Catalogs and brochures
- Invention disclosure (if applicable)
- Federally-owned property report (if there was Government-furnished property)
- Resolution of final quantities (construction contracts)
- Final invoice
- Consent of Surety to release final payment to Contractor
- Contractor's Affidavit of Release of Liens
- Contractor's General Release (releasing the grantee from any further liabilities/claims under the contract). As part of the contract closeout process, the Purchasing Manager must send the Contractor a closeout letter that includes the Contractor's *General Release*. This document must be a standard statement prepared by City of Cheyenne's legal counsel for use on all contracts. The release will say that for the payment of a sum certain, which is the final contract amount agreed to by both parties, the Contractor releases the grantee from any and all claims of every kind arising directly or indirectly out of the contract. The release may also contain a certification that the contractor has paid its

subcontractors and suppliers for all their labor, materials, services, etc. furnished under the contract. The release is to be signed by a corporate official authorized to bind the Contractor.

The *General Release* is important to obtain prior to final payment because it assures the grantee that there will be no further claims from the Contractor once the final payment has been made. The grantee should have the release reviewed by its legal counsel if the Contractor makes any changes to the grantee's standard release language that was sent to the Contractor for signature. It is necessary for the grantee and the Contractor to have resolved all open issues of a financial nature prior to the execution of the release (change orders, claims, liquidated damages, etc.), and this resolution of all outstanding claims is an important step in the contract closeout process.

To prevent a construction contractor from "walking away" from a project that is almost complete by refusing to sign a *General Release* and forgoing final payment, City of Cheyenne shall retain 10% of the total contract amount (per State Statute).

## PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

This section addresses Pre-award and Post-delivery Audits of Rolling Stock as required by 49 CFR Part 663 (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>). For a hard copy, see Code of Federal Regulations, Pre-Award and Post Delivery Audits of Rolling Stock Purchases, 49 CFR Chapter VI, Part 663. For more information, refer to: <http://www4.law.cornell.edu/cfr/49p663.htm>, <http://www.fta.dot.gov/library/reference/buyamerica/byamrdc3.htm>, and *FTA Conducting Pre-Award and Post-Delivery Audits for Bus Procurements*. Pre-Award and Post Audit Forms can be found in the City of Cheyenne Procurement Files.

### The Pre-Award Buy America Certification Requirement

Buses to be purchased must fall into one of two categories under this requirement.

- f. Buy-America Compliant Buses: Buses meet the sixty (60) percent minimum domestic content and United States final assembly requirement established in the Buy America Rule. In the pre-award review process, City of Cheyenne, or a duly appointed analyst, must review the following proposed manufacturer's Buy America information.
  - i. A listing of bus components and subcomponents that will be used to calculate the percent domestic content. (Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost in either a dollar or percentage format. Component manufacturing costs and final assembly costs are not to be included when calculating the percent domestic content of the

bus. The analyst must verify that the buses will contain a minimum of sixty (60) percent domestic products, by cost, by reviewing the component and subcomponents listed and review the final assembly cost. The analyst subtracts the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information), and

- ii. The proposed final assembly location. The analyst must identify the final assembly location within the United States, and
- iii. Activities that will occur during final assembly must be listed such as welding, subassembly, component installation, painting, etc., and
- iv. The proposed total cost of final assembly.

After completing the steps listed above, the analyst must complete the following pre-award Buy America Compliance Certification and keep it on file for future FTA reviews.



PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

**PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart B, City of Cheyenne is satisfied that the (number and description)**

\_\_\_\_\_ of buses to be purchased from (the manufacturer)  
\_\_\_\_\_ meet the requirements of

**Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst**

\_\_\_\_\_ (the analyst - not the manufacturer or its agent), has reviewed the documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

- g. Buy America-Exempt Buses. Some manufacturer's buses may be eligible for an FTA waiver exempting the buses from the requirements. If a waiver does exist for the buses, City of Cheyenne must:
  - i. Obtain a Buy America waiver letter from the FTA, and
  - ii. Complete the pre-award Buy America Exemption Certification below, and
  - iii. Keep the Buy America certification and FTA waiver letter on file for future FTA reviews.

PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION

**PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart B, City of Cheyenne certifies that there is a letter from FTA that grants a waiver to the (number and description)**

\_\_\_\_\_ of buses to be  
**purchased from (the manufacturer) \_\_\_\_\_, from the  
Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface  
Transportation Assistance Act of 1982, as amended.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The Pre-Award Purchaser's Requirements Certification

The Pre-Award Purchaser's Requirements Certification is intended to eliminate those manufacturers that appear irresponsible and/or incapable of complying with City of Cheyenne's solicitation specifications. To comply with this certification, City of Cheyenne or the designated analyst must review and approve:

- That the manufacturer's bid specifications are in compliance with City of Cheyenne's solicitation specifications including approval of any approved equals; and
- That based upon the proposed manufacturer's qualifications (quality control measures, previous customers, etc.,) that the proposed manufacturer will be capable of meeting the specifications.
- Upon completion of the review, the City of Cheyenne Project Manager should complete The Pre-Award Purchaser's Requirements Certification below and keep it on file for future FTA reviews.

## PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

### **PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart B, City of Cheyenne certifies that the (number and description) \_\_\_\_\_**

**\_\_\_\_\_ of buses to be purchased from (the manufacturer) \_\_\_\_\_, are the same product described in City of Cheyenne's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## The Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification Requirement

This section discusses procedures that City of Cheyenne must follow to demonstrate compliance with the FMVSS certification requirement. Most buses must comply with the FMVSS regulations. City of Cheyenne must do the following to comply:

- Obtain the FMVSS self-certification sticker information from the manufacturer; and ♦ Complete the pre-award FMVSS compliance certification below; and
- File the FMVSS certification for future FTA reviews

## PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

### **PRE-AWARD FMCSS COMPLIANCE CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart D, City of Cheyenne certifies that it received, at the pre-award stage, a copy of (the manufacturer) \_\_\_\_\_'s, self-certification**

**information stating that the (number and description of buses) \_\_\_\_\_**

**\_\_\_\_\_ will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571. Date:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Some buses may not be subject to FMVSS regulations as explained in Title 49 of the Code of Federal Regulations Part 555 "Temporary Exemption from Motor Vehicle Safety Standards." If the buses are not subject to the FMVSS regulations, City of Cheyenne must:

- Obtain the manufacturer's certified statement indicating that the contracted buses will not be subject to the FMVSS regulations; and
- Complete the pre-award FMVSS exemption certification below; and
- File the FMVSS certification for future FTA reviews.

#### PRE-AWARD FMVSS EXEMPTION CERTIFICATION

##### **PRE-AWARD FMVSS EXEMPTION CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart D, City of Cheyenne certifies that it received, at the pre-award stage, a statement from (the manufacturer) \_\_\_\_\_, indicating that the (number and description of buses) \_\_\_\_\_**

**will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### The Post Delivery Buy America Certification Requirement

City of Cheyenne will adhere to the following procedures to demonstrate compliance with the post-delivery Buy America certification requirement. The buses received must fall into one of two categories under this requirement. If City of Cheyenne is satisfied that the Buy America information has not change since the pre-award review, use the pre-award documentation for the post-delivery review. If City of Cheyenne is doubtful that this is the case, perform another review.

- h. **Buy-America Compliant Buses:** Buses meet the sixty (60) percent minimum domestic content and United States final assembly requirement established in the Buy America Rule. Before certifying that the purchased buses meet these requirements, City of Cheyenne, or a duly appointed analyst, must review the manufacturer's Buy America information.
  - A listing of bus components and subcomponents used to calculate the percent domestic content. (Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost in either a dollar or percentage format. Component manufacturing costs and final assembly costs are not to be included when calculating the percent domestic content of the bus. The analyst must verify that the buses contain a minimum of sixty (60) percent domestic products, by cost, by reviewing the component and

subcomponents listed and review the final assembly cost. The analyst subtracts the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information); and

- The actual final assembly location which should have been within the United States; and
- Activities that took place during the final assembly such as welding, sub-assembly, component installation, painting, etc.; and
- The actual total cost of final assembly.

After completing the steps listed above, the analyst must complete the following Post-Delivery Buy America Compliance Certification and keep it on file for future FTA reviews.

#### POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

##### **POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart C, City of Cheyenne certifies that it is satisfied that the (number and description)**

\_\_\_\_\_ of buses  
received from (the manufacturer) \_\_\_\_\_ meet the  
requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of  
1982, as amended. The recipient, or its appointed  
analyst \_\_\_\_\_ (the analyst - not the manufacturer  
or its agent), has reviewed the documentation provided by the manufacturer, which  
lists (1) the actual component and subcomponent parts of the buses identified by the  
manufacturer, country of origin, and cost; and (2) the actual location of the final  
assembly point for the buses, including a description of the activities that took place  
at the final assembly point and the cost of final assembly.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

- Buy America-Exempt Buses. Some manufacturer's buses may be eligible for an FTA waiver exempting the buses from the requirements. If the buses are exempt, City of Cheyenne must:

- Obtain a Buy America waiver letter from FTA;

- Complete the Post-Delivery Buy America Exemption Certification below; and
- Keep the Buy America certification and FTA waiver letter on file for future FTA reviews.

#### **POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart C, City of Cheyenne certifies that there is a letter from FTA that grants a waiver to the (number and description) \_\_\_\_\_ of buses received from (the manufacturer) \_\_\_\_\_, from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

#### **Post-Delivery Purchaser's Requirements Certification**

The Purchaser's Requirements Certification is intended to help protect City of Cheyenne by ensuring that the buses received are built to contract specifications. The process of certifying more than ten buses is more rigorous than certifying ten or fewer buses.

To comply with the certification requirement when **procuring more than ten buses or more than ten modified vans**, City of Cheyenne, or its duly appointed analyst, must:

- Send a resident inspector to the manufacturer's final assembly facility. The resident inspector must complete a manufacturing report containing any information supporting or refuting manufacturer claims regarding its capabilities and specifications. For buses assembled in multiple stages (such as body-on-chassis buses), the resident inspector is required to visit the final-stage manufacturer's final assembly location only. The report must include accurate records of all bus construction activities (e.g., component manufacturing processes, final assembly activities, quality control data, etc.), and a description of how the construction and operation of the bus(es) fulfills the contract specifications referring to the construction activities cited above.
- After the resident inspector has completed the report, City of Cheyenne or its analyst must review the report and visually inspect and road test the buses and/or vans.

- Following the two steps above, complete the Post-Delivery Purchaser's Requirements Certification below, and
- File the certification and the resident inspector's report, visual inspection sheets, and road test sheets for future FTA reviews.

**POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION FOR MORE THAN TEN BUSES OR MODIFIED VANS**

As required by Title 49 of the CFR, Part 663 - Subpart C, City of Cheyenne certifies that a resident inspector (the resident inspector - not an agent or employee of the manufacturer) \_\_\_\_\_

\_\_\_\_\_ was at (the manufacturer) \_\_\_\_\_  
 \_\_\_\_\_'s manufacturing site during  
 the period of manufacture of the (number and description) \_\_\_\_\_

\_\_\_\_\_ buses. The inspector monitored manufacturing and completed a report on the manufacture of the buses providing accurate records of all bus construction activities. The report addresses how the construction and operation of the buses fulfill the contract specifications. After reviewing the report, visually inspecting the buses, and road testing the buses, City of Cheyenne certifies that the buses meet the contract specifications.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

When procuring **ten or fewer buses or modified vans, or any number of primary manufacturer standard production unmodified vans**, City of Cheyenne is not required to send a resident inspector to the manufacturing site. In order to demonstrate compliance with the post-delivery purchaser's certification requirement for ten or more buses or modified vans, City of Cheyenne or its analyst must:

- Visually inspect and road test the buses before delivery in order to verify that the buses meet the contract specifications;
- Complete the Post-Delivery Purchaser's Requirements Certification below; and
- File the certification and the visual inspection data sheets and road test sheets for future FTA reviews.

**POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION**

**POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATE FOR TEN OR FEWER BUSES OR MODIFIED VANS, OR ANY NUMBER OF STANDARD VANS**

**As required by Title 49 of the CFR, Part 663 - Subpart C, after visually inspecting and road testing the contract buses, City of Cheyenne certifies that the (number and description) \_\_\_\_\_**

**\_\_\_\_\_ buses, from (the manufacturer) \_\_\_\_\_ meet  
the contract specifications.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

### **The Post-Delivery Motor Vehicle Safety Standards (FMVSS) Certification Requirement**

City of Cheyenne must follow to the following procedures to demonstrate compliance with the post-delivery FMVSS certification requirement.

- The manufacturer's FMVSS self-certification sticker must be affixed to each bus; and
- Complete the Post-Delivery FMVSS Compliance Certification below; and
- File the FMVSS certification for future FTA reviews.



## **POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION**

**As required by Title 49 of the CFR, Part 663 - Subpart D, City of Cheyenne certifies that it received, at the post-delivery stage, a copy of (the manufacturer) \_\_\_\_\_'s, self-certification information stating that the (number and description of buses)**

**\_\_\_\_\_**  
**comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

Some buses may not be subject to FMVSS regulations as explained in Title 49 of the Code of Federal Regulations Part 555 "Temporary Exemption from Motor Vehicle Safety Standards." If the buses are not subject to the FMVSS regulations, City of Cheyenne must:

- Request and receive the manufacturer's certified statement indicating that the buses are not subject to the FMVSS regulations; and
- Complete the Post-Delivery FMVSS Exemption Certification below; and
- File the FMVSS certification and the manufacturer's post-delivery statement for future FTA reviews.

POST-DELIVERY FMVSS EXEMPTION CERTIFICATION

**POST-DELIVERY FMVSS EXEMPTION CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart D, City of Cheyenne certifies that it received, at the post-delivery stage, a statement from (the manufacturer)

\_\_\_\_\_, indicating that the (number and description of buses)\_\_\_\_\_

\_\_\_\_\_ are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Sample Visual Inspection Sheet

Following is a sample visual inspection sheet from the Federal Transit Administration's *Conducting Pre-Award and Post-Delivery Audits for Bus Procurements* (DOT-T-94-06). Adapt this sheet when conducting visual inspections of rolling stock (see Section 7.4.5).

**Guide for Inspection:**

Coach Manufacturer\_\_\_\_\_ The following items should be  
Coach Number \_\_\_\_\_ inspected on every coach of each order  
Test Location \_\_\_\_\_

Item	Requirement	Inspection Instruction	Result	Inspector/ Date	Remarks/ Notes
Curb Weight	Maximum curb weight of _____ lb.	Measure on certified scale	Weight _____		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass/Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass/Fail		
Interior Panel Fastening	Absence of rough edges and surfaces	Visually inspect for proper installation	Pass/Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass/Fail		
Door Control	Opening time of _____ seconds	Verify door opening time frame	Pass/Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass/Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass/Fail		
Fuel Tank	Fill rate and filler location	Inspect filler for easy access and check fill rate	Pass/Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts	Pass/Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass/Fail		
Batteries	Secured & polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass/Fail		
HVAC	CapaCity of Cheyenne and performance	Operate AC, check compressor, condenser, flow and temperature	Pass/Fail		
Wheelchair Access	Clear lift or ramp access and securement area	Operate lift or ramp, inspect operation, measure areas	Pass/Fail		

Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass/Fail		
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### Sample Road Test Sheet

Following is a sample road test sheet from the Federal Transit Administration's *Conducting Pre-Award and Post-Delivery Audits for Bus Procurements* (DOT-T-94-06). Adapt this sheet when conducting road tests of rolling stock (see Section 7.4.5)

#### Guide for Inspection:

**Coach Manufacturer** \_\_\_\_\_ **The following items should be**  
**Coach Number** \_\_\_\_\_ **inspected on every coach of each**  
**order Test Location** \_\_\_\_\_

Item	Requirement	Inspection Instruction	Result	Inspector/ Date	Remarks/ Notes
Engine	N/A	Record low idle, fast idle, and high idle speeds	Low _____ Fast _____ High _____		
Service Brakes	Stopping distance	Verify function and indicator, check for pulling to either side	Pass/Fail		
Parking Brake	N/A	Verify indicator, and no movement	Pass/Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass/Fail		
Turning Radius	Not to exceed _____ at corner of body	Verify turning radius in both directions	Pass/Fail		
Acceleration	_____ rate from 0 to _____ mph	Verify acceleration on smooth road	Pass/Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations & rattles	Pass/Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass/Fail		

Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass/Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temp.	Int_____Amb_____		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass/Fail		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass/Fail		

## APPENDIX A

### CURRENT CONTACT LIST

[DATE]

The purpose of this Appendix is to provide the names of the people currently filling the positions referenced in the manual.

**City of Cheyenne Purchasing Manager:**

**TJ Barttelbort**

(307) 773-1045

[tbarttelbort@cheyennecity.org](mailto:tbarttelbort@cheyennecity.org)

**City of Cheyenne Attorney's Office:**

(307) 637-6306

[lwhite@cheyennecity.org](mailto:lwhite@cheyennecity.org)

**Wyoming Tribune Eagle Legal Notices:**

(307) 633-3112

[legals@wyomingnews.com](mailto:legals@wyomingnews.com)

**City of Cheyenne Mayor**

**Marian J. Orr**

(307) 637-6300

[morr@cheyennecity.org](mailto:morr@cheyennecity.org)

**City of Cheyenne Mayor's Chief of Staff**

**Eric Fountain**

(307) 637-6301

[efountain@cheyennecity.org](mailto:efountain@cheyennecity.org)

**Cheyenne Transit Program**

**Renae Jording, Administrator**

(307) 637-6384

[rjording@cheyennecity.org](mailto:rjording@cheyennecity.org)

**Federal Transit Administration, Region VIII**

**Regional Administrator: Cindy Terwilliger**

Byron Rogers Federal Building

1961 Stout Street, Suite 13-301

Denver, CO 80294

Telephone (303) 362-2400;

Fax (303) 292-5904

## APPENDIX B

### STANDARDIZED PROCUREMENT FORMS

FORM B-1	CONFLICT OF INTEREST STATEMENT .....	B-1a/b
FORM B-2	"FAIR AND REASONABLE" PRICE DOCUMENTATION FOR MICRO PURCHASES (\$0 TO \$9,999.99) .....	B-2
FORM B-3	PRICE QUOTES DOCUMENTATION FOR SMALL PURCHASES (\$10,000.00 TO \$74,999.99).....	B-3
FORM B-4	INDEPENDENT COST ESTIMATE FOR SMALL PURCHASES (EXCEEDING \$75,000.00 AND LARGE PURCHASES.....	B-4
FORM B-5	JUSTIFICATION FOR CONTRACT TYPE .....	B-5a/b
FORM B-6	CERTIFICATION OF CONFIGURATION MANAGEMENT AND COMPLIANCE WITH NATIONAL ARCHITECTURE FORM.....	B-6
FORM B-7	VENDOR SOLICITATION LIST .....	B-7
FORM B-8	BID PACKAGE/RFP REQUEST LIST .....	B-8
FORM B-9	SIGN IN SHEET FOR PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENINGS .....	B-9
FORM B-10	RESPONDING VENDORS LIST	B-10
FORM B-11	BID TABULATION	B-11
FORM B-12	LATE BIDS/PROPOSALS LIST	B-12
FORM B-13	PRICE ANALYSIS DOCUMENTATION FOR SMALL PURCHASES EXCEEDING \$10,000 AND LARGE PURCHASES	B-13
FORM B-14	COST ANALYSIS DOCUMENTATION	B-14
FORM B-15	SOLE SOURCE PROCUREMENT JUSTIFICATION	B-15a/b
FORM B-16	DETERMINATION OF BEST VALUE	B-16
FORM B-17	CONTRACTOR VERIFICATION	B-17
FORM B-18	PROPOSAL EVALUATION CRITERIA FORM	B-18
FORM B-19	MEMORANDUM OF NEGOTIATIONS	B-19a/b
FORM B-20	CONTRACT AWARD OFFER AND ACCEPTANCE FORM	B-20
FORM B-21	NOTICE OF CONTRACT AWARD FOR BIDS AND RFPS	B-21
FORM B-22	NOTICE OF CONTRACT AWARD ACCEPTANCE FOR BIDS AND RFP	B-22
FORM B-23	NOTICE TO PROCEED	B-23
FORM B-24	CLOSEOUT LETTER OF RELEASE FROM LIABILITIES, OBLIGATIONS AND CLAIMS	B-24
FORM B-25	INSPECTION AND ACCEPTANCE CLOSEOUT FORM	B-25
FORM B-26	MASTER CONTRACT FILE CHECK LIST	B-26

## FORM B-1

### CONFLICT OF INTEREST STATEMENT

As a General Policy, the City of Cheyenne seeks to prevent and avoid any conflicts of interest in the conduct of its business operations and to avoid any appearance of such conflicts to the public it services. The Mayor, any City Council member or employee who is involved in the procurement process has the duty to place the interests of the City of Cheyenne foremost in any dealings on behalf of the organization and has a continuing responsibility to comply with this Policy.

In order to comply with this Policy, it is expected that:

If the Mayor, any City Council member or employee who is involved in the procurement process has an interest in a proposed transaction with the City of Cheyenne in the form of a significant personal or organizational financial interest in the transaction or holds a position as trustee, director, officer or staff member in such organization or business, he or she must make full disclosure of such interest before any discussion or negotiation of such transaction. The disclosure shall be recorded in the minutes of the meeting.

The Mayor, any City Council member or employee who is involved in the procurement process who has a potential conflict of interest with respect to any matter coming before the governing body or a committee shall not participate in any discussion of or vote in connection with the matter. The disclosure shall be recorded in the minutes of the meeting.

The Mayor, any City Council member or employee who gains privileged information by virtue of his or her role as a governing body, committee or staff member shall not use that privileged information for personal or professional gain.

This Policy shall be distributed annually to the Mayor, any City Council member or employee who are involved in the purchasing process. A signature in the designated space at the bottom of this Policy will indicate that governing body or committee members' agreement to abide by this Policy to the best of his or her ability. Noncompliance with the intent and spirit of this Conflict of Interest Policy may result in action deemed appropriate by the City of Cheyenne.

This Policy may be revised or amended as determined appropriate by the City of Cheyenne.

I have read the above statement of policy regarding conflict of interest and agree to abide by the policy to the best of my ability in my role as the Mayor, City Council member or employee.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

cc: Personnel File

File: Compliance with the *Contracts and Procurement Policy and Procedures Manual*



**FORM B-2**

**"FAIR AND REASONABLE" PRICE DOCUMENTATION FOR MICRO PURCHASES  
(\$0 TO \$9,999.00)**

(For Small and Large Purchases, refer to Forms B-3 and B-4)

**GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

I hereby determine that the price of the product to be purchased is "fair and reasonable," based upon the methodology indicated below.

\_\_\_ **A. Telephone Quotes**

Name of offeror \_\_\_\_\_ Price \$ \_\_\_\_\_

Name of offeror \_\_\_\_\_ Price \$ \_\_\_\_\_

Name of offeror \_\_\_\_\_ Price \$ \_\_\_\_\_

\_\_\_ **B. Used a Rotating List of Qualified Suppliers:**

Name of supplier selected for this procurement: \_\_\_\_\_

Name of supplier selected for previous procurement: \_\_\_\_\_

\_\_\_ **C. Competitor's Catalogs** (Sears, Home Depot, Office Depot, etc. -- Compare catalogs for the **same time frame**. The following four (4) criteria must be met: 1. Established Catalog prices exist; 2. The items are commercial in nature; 3. Items are sold in substantial quantities; 4. Items are sold to the general public.) (Attach copy of the catalog pages to this form.)

\_\_\_ **D. Newspaper Advertisements** (Current advertisement only -- attach copy of ad to this form.)

\_\_\_ **E. Industrial Catalogues** (The National Mechanical Contractor Estimator (NMCE) is an excellent source for pricing mechanical items.)

\_\_\_ **F. Established Market Prices** (The current price established in the usual or ordinary course of business between buyers and sellers free to bargain. Verify prices by buyers and sellers who are independent of the offeror. If you do not know the names of other commercial buyers and sellers, you may obtain this information from the offeror. Provide documentation.)

\_\_\_ **G. Comparison to Previous Recent Purchase** (Changes in quantity, quality, delivery schedules, and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. Provide Documentation.)

\_\_\_\_ H. Comparison to a Valid Independent Estimate (Attach estimator's methodology and data used in developing the estimate, and verify the facts and assumptions.)

\_\_\_\_ I. Value Analysis (Review the item and its function in order to determine its worth. The decision of price reasonableness remains with the contracting officer. Provide methodology.)

\_\_\_\_ J. Government Catalogs (Federal Supply Schedules may be used for price comparison even though the they may not be able to fulfill the requirement.) (Attach catalog page.)

\_\_\_\_ K. Prices Established by Law or Regulation (Prices determined through a rate schedule and verified that the prices apply to the situation, e.g., utilities.)

\_\_\_\_ L. Personal knowledge of item procured (Explain)\_\_\_\_\_

\_\_\_\_ M. Sole Source (Explain):\_\_\_\_\_

**(Attach copies of catalogue pages, advertisements, purchase order, etc.)**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

**FORM B-3**

**PRICE QUOTES DOCUMENTATION FOR SMALL PURCHASES  
(EXCEEDING \$10,000.00 BUT NOT \$74,999.99**

(FOR LARGE PURCHASES EXCEEDING \$75,000 USE FORM B-4)

**Complete this form (comments) and Form B-15 for Sole Source Procurements**

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

- A. Quotes Obtain at least 3 quotes, may be telephone or written quotes.  
Indicate Disadvantaged Business Enterprises with "DBE."

(Name of Offeror 1 and price) _____	\$ _____
(Name of Offeror 2 and price) _____	\$ _____
(Name of Offeror 3 and price) _____	\$ _____
(Name of Offeror 4 and price) _____	\$ _____
(Name of Offeror 5 and price) _____	\$ _____

- B. List of companies from whom quotes were requested and who did not supply a quote. Indicate Disadvantaged Business Enterprises with "DBE."

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Attach copies of catalog pages, advertisements, purchase order, etc.)**

Comments:

\_\_\_\_\_  
\_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

FORM B-4

INDEPENDENT COST ESTIMATE

Purchases exceeding \$75,000 must be approved by the City Council.

Complete this form **before** requesting bids or proposals.

(USE FORM B-3 FOR SMALL PURCHASES EXCEEDING \$10,000 BUT NOT \$74,999.99)

(USE FORM B-2 FOR MICRO-PURCHASES \$0 TO \$9,999.00)

IFB OR RFP NUMBER: \_\_\_\_\_ AMOUNT OF INDEPENDENT ESTIMATE: \$ \_\_\_\_\_

GRANT NUMBER: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

\_\_\_\_ A. Budget Estimate, Written Quotation

(Name of Company & Estimate) \_\_\_\_\_ \$ \_\_\_\_\_

(Name of Company & Estimate) \_\_\_\_\_ \$ \_\_\_\_\_

(Name of Company & Estimate) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_ B. Competitor's Catalogs (Sears, Home Depot, Office Depot, etc. -- Compare catalogs for the **same time frame**. The following four (4) criteria must be met: 1. Established Catalog prices exist; 2. The items are commercial in nature; 3. Items are sold in substantial quantities; 4. Items are sold to the general public. (Attach copy of the catalog pages to this form.)

\_\_\_\_ C. Newspaper Advertisements (Current advertisement only - attach copy of ad to this form.)

\_\_\_\_ D. Industrial Catalogs (The National Mechanical Contractor Estimator (NMCE) is an excellent source for pricing mechanical items. Name: \_\_\_\_\_ attach pages.)

\_\_\_\_ E. Established Market Prices (The current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If you do not know the names of other commercial buyers and sellers, you may obtain this information from the offeror. Attach information.)

\_\_\_\_ F. Comparison to Previous Recent Purchase. Changes in quantity, quality, delivery schedules, and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis.

Explain.) \_\_\_\_\_

\_\_\_\_ G. Comparison to a Valid Independent Estimate (Attach estimator's methodology and data used in developing the estimate, and verify the facts and assumptions.)

\_\_\_\_ H. Value Analysis (Look at the item and the function it performs in order to determine its worth.

The decision of price reasonableness remains with the contracting officer. Attach explanation.)

\_\_\_\_ **I.** Government Catalogs (Federal Supply Schedules may be used for price comparison even though the they may not be able to fulfill the requirement.) (Attach catalogue page.)

\_\_\_\_ **J.** Prices Established by Law or Regulation (Prices determined through a rate schedule and verified that the prices apply to the situation, e.g., utilities. Attach schedule.)

\_\_\_\_ **K.** Personal knowledge of item procured. (Explain.)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **L.** Other (e.g., Sole Source): (Explain)\_\_\_\_\_

\_\_\_\_\_

**(Attach copies of catalog pages, advertisements, purchase order, etc.)**

Buyer's Signature\_\_\_\_\_ Date\_\_\_\_\_

**FORM B-5**

**JUSTIFICATION FOR CONTRACT TYPE**

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**THE METHOD OF CONTRACTING IS:**

\_\_\_\_ Invitation for Bid (IFB)

\_\_\_\_ Request For Proposal (RFP)

RFP Number: \_\_\_\_\_

This procurement was determined to be suitable for a Request for Proposal for the following reasons:

- ◆ A complete, adequate and realistic specification or purchase description allowing for competition primarily on the basis of price alone is not available,
- ◆ Discussions or negotiations may be needed with the offerors to address technical requirements as well as proposed cost or price aspects of the offerors' proposal.
- ◆ An opportunity may be needed to revise the proposal and submit a final proposal.

(Use RFPs for technological purchases, insurance, A&E, legal service, accounting services, and other services best served by an RFP rather than an IFB.)

IFB Number: \_\_\_\_\_

This procurement was determined to be suitable for an Invitation for Bid for the following reasons:

- ◆ A complete, adequate and realistic specification is available,
- ◆ Two or more responsible bidders are willing and able to compete effectively for the business,
- ◆ The procurement lends itself to a firm-fixed-price contract,
- ◆ The selection of the successful bidder can be made principally on the basis of price, and
- ◆ No discussion with bidders is needed.

**THE CONTRACT TYPE IS:**

☐ **Fixed Price (for sealed bid procurements)**

☐ **Cost Reimbursement Contract**

☐ Firm Fixed Price

☐ Cost Contract

☐ Fixed Price with Economic Price Adjustment

☐ Cost Plus Fixed Fee

☐ **Special**

☐ Time and Materials Contract\*

☐ Labor Hours

☐ Letter Contract

☐ Indefinite Delivery Contract

☐ Definite Quantity

☐ Indefinite Delivery

☐ Indefinite-Quantity Contract

☐ Blanket Purchase Agreement

☐ Revenue Generating

\*Restricted (see FTA Circular 4220.1F, Chapter VI, Sec. 2.c(2)(b))

NOTE: Cost Plus Percentage of Cost contracts are prohibited.

The contract type was selected because: \_\_\_\_\_

\_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## FORM B-5 (PAGE 2)

### DEFINITION OF CONTRACT TYPES

#### **Fixed Price**

Firm Fixed Price: The risk of performing the contract for a lump sum falls on the contractor and is not subject to adjustment on the basis of the contractor's cost experience. There is a minimum administrative burden on owner. Use this type of contract when buying commercial/commercial-type products or other goods or services where reasonably definite or detailed specifications exist, and the buyer can establish fair and reasonable prices at the outset.

Fixed Price with Economic Price Adjustment: Less cost risk to the contractor and should result in lower costs to the public owner. This type of contract is characterized by a lump-sum price subject to the upward or downward adjustment of costs specified in the contract. (Paper products, fuel) Economic price adjustments may be based on:

- ♦ Established prices,
- ♦ Actual costs of labor or material, and/or
- ♦ Cost indexes of labor or material.

#### **Cost Reimbursement Contract**

Cost Contract: Reimburse costs, contractor receives no fee. This type of contract is used for consultant services and research and development contracts with nonprofit organizations.

Cost Plus Fixed Fee: Most common type of cost contract in transit. The contractor receives a predetermined fee and is reimbursed for all costs allowable under established cost principles. There is little risk to the contractor and little incentive to control costs. There is more burden on the owner to administer this type of contract. This type of contract should be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract. Award this type of contract only if the contractor's accounting system is adequate for determining costs applicable to the contract, and if you can monitor the methods and cost controls. This type of contract includes a cost analysis for overhead, labor, materials and travel. (Are benefits, pay increases, bonuses, overtime, overhead, support staff as an indirect cost included?)

#### **Special**

Time and Materials Contract: Labor is provided for an indefinite period of time on a fixed-price basis. Materials are provided on a cost-reimbursement basis. Profit is included in the labor rates, and no fee is allowed on materials. This is the least preferred method of contracting and should only be used when it is not possible to accurately estimate the extent or duration of the work or to anticipate the costs with any reasonable degree of confidence. This type of contract may specify a "ceiling price" which the contractor shall not exceed. (FTA Circular 4220.1F, Chapter VI, Sec. 2.c(2)(b) for restrictions)

Labor Hours: Labor is provided for an indefinite period of time, but the contractor is not required to provide any materials. (Equipment costs and limited materials can be calculated as part of the labor rates.)

Letter Contract: Usually used in transit emergencies to begin work quickly while a formalized contract is prepared. Used to enter into contracts quickly. Execute the formal contract as soon as possible, and certainly within 90-180 days of the preliminary letter. Limit the percentage of the cost and set a "not-to-exceed" amount.



Indefinite Delivery Contract: Used when the exact time of delivery is unknown at the time of contracting.0

Definite Quantity: Provides for delivery of a definite quantity of specific supplies or services for a fixed period of time. Upon order, schedule deliveries or performance at designated locations.

Indefinite Delivery: Provides for filling all actual purchase requirements for specific items over a specified period of time. Estimates must be based upon the best information available.

Indefinite-Quantity Contract: Provides for a stated minimum quantity and also additional quantities, as ordered, up to a stated maximum.

Blanket Purchase Agreement: Used to fill anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. Orders are made by Issuance of a delivery order.

Revenue Generating: Innovative ways to generate revenue. Advertising contracts are the most popular.

**\*Cost Plus Percentage of Cost contracts are prohibited. Under this type of contract, the owner agrees to pay the cost plus an agreed upon percentage of the costs, (e.g., 10%), up to a maximum dollar amount, including change orders.**

**FORM B-6**

**CERTIFICATION OF CONFIGURATION MANAGEMENT AND  
COMPLIANCE WITH NATIONAL ARCHITECTURE FORM**

Complete this form prior to finalizing the Invitation for Bid package or Request for Proposals. Examples of Configuration Management are: software interfacing properly with existing software and hardware, office furniture fits through doorways, vehicles fit in the shop.

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

I certify by my signature as Project Manager, that the specifications contained in the Invitation for Bid Package or Request for Proposals conform to City of Cheyenne's existing systems. The product or service to be procured is expected to react, interact with, or work as described in the Invitation for Bid Package or Request for Proposals.

I certify that if the product or service under procurement will or may change or alter existing systems in any way, the affected Departments have been notified in writing and have agreed to the change.

Describe any changes or alterations that will or may occur due to procurement of the product or service.

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For Technology-Related Purchases

I certify that a clause has been included in the Invitation for Bid package or the Request for Proposal that contractors must self-certify via letter that their product or service complies with National Architecture Standards.

Project Manager \_\_\_\_\_ Date \_\_\_\_\_

## FORM B-7

### VENDOR SOLICITATION LIST

Use this form to keep track of vendors solicited for the purpose of sending IFBs and RFPs.

IFB OR RFP NUMBER: \_\_\_\_\_ GRANT NUMBER: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

CONTACT DATE	COMPANY	CONTACT	ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

**FORM B-8**

**BID PACKAGE/RFP REQUEST LIST**

Use this form to keep track of vendors to whom an IFB or RFP was sent.

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_ **PAGE** \_\_\_\_\_ **OF** \_\_\_\_\_

DATE SENT	COMPANY	CONTACT	ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

**FORM B-9**

SIGN IN SHEET  
FOR PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENINGS

IFB OR RFP NUMBER: \_\_\_\_\_ GRANT NUMBER: \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_

DATE: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

\_\_\_\_\_ PRE-BID                      \_\_\_\_\_ PRE-PROPOSAL                      \_\_\_\_\_ BID OPENING                      \_\_\_\_\_ WALK THROUGH

**ATTENDANCE LIST**

NAME	FIRM REPRESENTED	ADDRESS	CITY/STATE/ZIP	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

**FORM B-10**  
**RESPONDING VENDORS LIST**

Use this form to document arrival date and time of Bids and Proposals

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**BID OPENING DATE:** \_\_\_\_\_ **BID OPENING TIME:** \_\_\_\_\_  
**OR**

**PROPOSAL SUBMISSION DEADLINE DATE:** \_\_\_\_\_

**PROPOSAL SUBMISSION DEADLINE TIME:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

ARRIVAL DATE	ARRIVAL TIME	COMPANY OR FIRM	ADDRESS	CITY/STATE/ZIP

## FORM B-11

### BID TABULATION

Use this form to record the Bids that were opened at the Bid-Opening

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**BID OPENING DATE:** \_\_\_\_\_ **BID OPENING TIME:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

				VENDOR NAME		VENDOR NAME		VENDOR NAME	
Item	Description	Qty	UM	Unit Price	Ext. Amount	Unit Price	Ext. Amount	Unit Price	Ext. Amount

QTY = Quantity, UM = Unit of Measure, Ext Amount = Extension Amount

**NOTES:** \_\_\_\_\_

## FORM B-12

## LATE BIDS/PROPOSALS LIST

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**BID OPENING DATE:** \_\_\_\_\_ **BID OPENING TIME:** \_\_\_\_\_

**OR**

**PROPOSAL SUBMISSION DEADLINE DATE:** \_\_\_\_\_

**PROPOSAL SUBMISSION DEADLINE TIME:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

ARRIVAL DATE	ARRIVAL TIME	COMPANY OR FIRM	DATE FIRM'S BID OR PROPOSAL SENT BACK UNOPENED VIA CERTIFIED MAIL



**FORM B-13**  
**PRICE ANALYSIS DOCUMENTATION**

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

Based upon the bids/quotes received as identified on the *Bid Tabulation* (Form B-11), I hereby determine that adequate price competition was obtained by comparison of the quotations and that the low price is fair and reasonable based upon one of the following methods.

The price analysis was obtained through:

\_\_\_\_\_ Comparison of bids received

\_\_\_\_\_ Comparison to Previous Purchase. Changes in quantity, quality, delivery schedules and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. **(Use when adequate competition does not exist.)**

\_\_\_\_\_ Surveyed other Agencies. Contact other transit or public agencies that recently purchased a similar item to find out the price they paid. Place information in a *memorandum* or a form. Include additions or deletions for specific components (e.g., operator's seat, lighting system, signage system, etc. **(Use when adequate competition does not exist.)**

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_ This was a sole source bid. (Include a letter of explanation in the contract file.)

(Complete *Sole Source Procurement Justification* Form B-15.)

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## FORM B-14

### COST ANALYSIS DOCUMENTATION

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

When necessary: Perform a Cost Analysis when the offeror is required to submit the following elements of the estimated cost for professional consulting, architectural and engineering services contracts: Labor Hours, Overhead, Materials, etc. Architect/Engineering firm must provide unit quantity prices (e.g., estimates for asphalt, curb and gutter, number of hours for surveyors, drafting, etc.)

Perform a Cost Analysis whenever adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

Based upon the proposals or bids received, I hereby determine that the price is fair and reasonable based upon one of the following methods.

The cost analysis was obtained through:

\_\_\_\_ Technical Evaluation (This method is not directly related to price, but involves an assessment of quantitative and qualitative factors that influence the offered price. This method allows an evaluation of the functions that cause cost. It is recommended that technically trained and experienced personnel assist in the analysis of hours, quantities, tooling, testing, head counts, productivity, and similar factors. When a technical evaluation is required prior to negotiations, it should address:

- 1) An estimate of necessary labor-hours with an indication of desirable adjustments;
- 2) Reasonableness of proposed material type, quantity and necessity;
- 3) The need for acquiring equipment and which equipment is considered general purpose or unique to perform a particular contract;
- 4) The possibility and availability of property that could be furnished by the Grantee;
- 5) The number, location, and need for any Grantee-funded trips for contractor personnel; and
- 6) The evaluator's summary statement and rationale that address whether or not the labor, material, travel, and other cost elements are reasonable.)

\_\_\_\_ Accounting Records (This method can present the cost of a job, but it is limited in determining reasonableness. Technical skills and judgements are required to determine reasonableness and necessity of the costs.)

\_\_\_\_ Auditor's Support (An auditor verifies proposed costs, overhead costs, and examines the vendor's estimates. Certain categories of materials, salaries, or the actual cost elements have contributed to an overhead rate. The auditor should tell you the prohibited costs included in the contractor's proposal.)

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

City of Cheyenne Purchasing Manager \_\_\_\_\_ Date \_\_\_\_\_

**FORM B-15**

**SOLE SOURCE PROCUREMENT JUSTIFICATION**

**Form 1 of 2**

Complete this form to document the process to justify a Sole Source procurement.

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

Indicate the reason for choosing a sole source procurement based upon compliance with the following considerations from FTA Circular 4220.1F (Chapter VI, Sec. 3.i(1)(b)).

\_\_\_\_\_(a) Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

How did you arrive at this conclusion? \_\_\_\_\_

\_\_\_\_\_

How did you determine the availability of the service or item? (e.g., checked on prior procurements for the same or similar item) \_\_\_\_\_

\_\_\_\_\_

List other sources for identical or compatible parts or equipment if any and indicate if they are responsible:

\_\_\_\_\_

\_\_\_\_\_

Did a vendor or contractor help prepare the statement of work? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, Vendor's name \_\_\_\_\_

Will they benefit if the City of Cheyenne proceeds with a sole source contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

Explain your answer \_\_\_\_\_

\_\_\_\_\_(b) Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.

Name of manufacturer or supplier \_\_\_\_\_

Describe the restrictions \_\_\_\_\_

**FORM B-15**

**SOLE SOURCE PROCUREMENT JUSTIFICATION**

**Form 2 of 2**

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

\_\_\_\_\_(c) Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

Name of manufacturer or supplier \_\_\_\_\_

Reason the above is the sole source \_\_\_\_\_

Describe how you ascertained this (e.g., whom did you contact?) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(d) Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

Name of manufacturer or supplier \_\_\_\_\_

Reason the above is the sole source \_\_\_\_\_

\_\_\_\_\_

Describe how you ascertained this (e.g., whom did you contact?) \_\_\_\_\_

\_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Procurement Officer \_\_\_\_\_ Date \_\_\_\_\_

**FORM B-16**

**DETERMINATION OF BEST VALUE**

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

\_\_\_\_\_ (name of company) is determined to be the lowest, **most responsive bid** and will provide the best value to City of Cheyenne.

Check one line below.

\_\_\_\_\_ Company's bid is the lowest bid received.

\_\_\_\_\_ Company's bid **is not** the lowest bid, but is considered the best value. Document the reasons why this company was selected:

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City of Cheyenne Buyer or Purchasing Manager \_\_\_\_\_ Date \_\_\_\_\_

**FORM B-17**

## CONTRACTOR VERIFICATION

Use this form for the general contractor and all subcontractors.

**IFB OR RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

I have verified through the Federal Government's General Services Administration Debarred Bidder's List at [www.sam.gov](http://www.sam.gov), that the company \_\_\_\_\_

who was awarded the City of Cheyenne contract to provide \_\_\_\_\_  
(product or service)

has not been debarred from working on federally funded projects. Likewise, I have verified through the lists above that the following sub-contractors have not been debarred from working on federally funded projects.

Company Name	Address	Subcontract
		Product or Service
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
City of Cheyenne Buyer or Purchasing Manager

\_\_\_\_\_  
Date

**FORM B-18****PROPOSAL EVALUATION CRITERIA FORM**

Each member of the Evaluation Team or Selection Committee shall use this form to rate each proposal in order to select the "most advantageous" proposal. Evaluators shall remain confidential. Use the Pass/Fail Column to score Evaluation Criteria that do not require a numerical score. The numbers in Columns B and D are suggested; tailor these numbers to meet the committee's needs. The Evaluation Criteria are suggested. Match the Evaluation Criteria with the Proposal Content listed in the RFP's "Instructions to Proposers." Do not use the "Price" Evaluation Category for Architectural and Engineering Services.

**RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**NAME OF FIRM:** \_\_\_\_\_

Column A EVALUATION CRITERIA	Column B NUMERICAL POINTS POSSIBLE	Column C EVALUATOR'S NUMERICAL SCORE	Column D CRITERIA IMPACT WEIGHT PERCENTAGE	Column E WEIGHTED SCORE MULTIPLY	Column F P = PASS F= FAIL
RESPONSIBILITY OF FIRM financial, personnel, physical capability	1-10		10%		
VENDOR QUALIFICATIONS technical experience, recommendations from previous projects, staff qualifications, licenses and credentials	1-15		10%		
SCOPE OF WORK PROPOSAL How well did the proposal address the RFP?	1-10		10%		
PROJECT METHODOLOGY Assess innovation and approach to the project	1-15		20%		
PROJECT MANAGEMENT PLAN - Project time line, deliverables, status reports	1-10		15%		
DOCUMENTATION Compliance with state and federal regulations	1-5		5%		
TRAINING OF City of Cheyenne STAFF - Number of training hours	1-10		10%		
WARRANTIES AND SERVICE SUPPORT	1-10		5%		
CONFLICT OF INTEREST DISCLOSURE STATEMENT					
DBE	1-5		5%		
PRICE Price proposal	1-10		10%		
<b>TOTAL SCORES</b>			100%		

**FORM B-19**

**MEMORANDUM OF NEGOTIATIONS**

**Page 1 of 2**

Use this form to document the proposal terms and conditions including price, specifications, warranty provisions, etc., if negotiations changed the original scope of the Request for Proposals or Bid Package in the case of Sole Source Procurements. (To see an example of this form, see *Best Practices Procurement Manual* Appendix B.9.)

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Date Prepared:**

**Consultant:**

**Project Description:**

<b>Contract Value:</b>	<b>Line Items</b>	<b>Amount</b>
	_____	\$
	_____	\$
	_____	\$
	_____	\$
	_____	\$
	<b>TOTAL</b> _____	\$

Request for Proposal Form Amount: (Order of Magnitude)

**Source of Funds:** \_\_\_\_% Federal/\_\_\_\_% City of Cheyenne

**Contract Type:**

**Performance Period:**

**Insurance:**

**DBE Participation:** The Request for Proposal (RFP) specified \_\_\_\_% DBE participation in accordance with the Request for Proposal Form. Consultant currently intends to utilize \_\_\_\_\_ for \_\_\_\_\_, at \_\_\_\_% of the total estimated not-to exceed price; \_\_\_\_\_ for \_\_\_\_\_, at \_\_\_\_%; and \_\_\_\_\_ for \_\_\_\_\_, at \_\_\_\_%; for a total of \_\_\_\_% of the total estimated not-to-exceed price for DBE participation.



**FORM B-19**

**MEMORANDUM OF NEGOTIATIONS**

**Page 2 of 2**

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

Selection Process and Criteria:

Authorization:

Cost/Price Analysis-Negotiation Documentation and Results:

Contract Articles (Terms and Conditions):

Summary and Recommendations:

Agreed Upon Contract Price:

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Manager

\_\_\_\_\_  
Date

**FORM B-20**

**CONTRACT AWARD OFFER AND ACCEPTANCE FORM  
Include in Request for Proposals**

**RFP NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Offeror shall complete this form and include this form in the price proposal.**

**OFFER**

By execution below the Offeror \_\_\_\_\_ hereby offers to furnish equipment and services for \$\_\_\_\_\_ as specified in the City of Cheyenne Request for Proposals (Number: \_\_\_\_\_) for (description of item or service) \_\_\_\_\_ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: \_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

Additional Notes: \_\_\_\_\_

**NOTICE OF AWARD** By execution below, the City of Cheyenne accepts offer as indicated above.

Name (Executive Director) \_\_\_\_\_

Signature \_\_\_\_\_

Date of Award: \_\_\_\_\_

**FORM B-21**

**NOTICE OF CONTRACT AWARD FOR BIDS AND RFPs**

If applicable, include the following: (1) description and specifications of items or services being procured; (2) quantity and unit of measure; (3) unit price; (4) extended totals.

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**REQUISITION NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

This is to notify you that (name of company): \_\_\_\_\_

(street address): \_\_\_\_\_

(name and title of authorized person): \_\_\_\_\_

(telephone number): \_\_\_\_\_ (company identification number): \_\_\_\_\_

has been awarded the contract (contract number) \_\_\_\_\_ to provide (product or service) \_\_\_\_\_ including all terms referenced in the IFB to City of Cheyenne, for the dollar value of \$ \_\_\_\_\_, for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Your contract contains a Disadvantaged Business Goal of \_\_\_\_%. The Contract requires that you submit work schedules and copies of executed subcontract agreements for your proposed DBE subcontractors within 30 days of the date of this award letter. You are further required to submit monthly reports of your progress toward meeting these goals, on the forms provided in the contract documents.

Upon receipt of this *Notice of Contract Award for Bids and RFPs*, complete the enclosed *Notice of Contract Award Acceptance for Bids and RFPs* (Form B-22), as well as Parts V, VI and VII of the *Bidder's Questionnaire*, located in Section VII of the Invitation for Bid package, and e-mail these documents to the City of Cheyenne Purchasing Manager at [tbarttelbort@cheyennecity.org](mailto:tbarttelbort@cheyennecity.org).

**The following documents are attached hereto, incorporated by reference and made part of this contract for all purposes:**

**NOTICE OF AWARD**

Purchasing Manager: \_\_\_\_\_

Signature

Date of Award: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Signature

## FORM B-22

### NOTICE OF CONTRACT AWARD ACCEPTANCE FOR BIDS AND RFPs

Contractor must complete and sign this *Notice of Contract Award Acceptance for Bids and RFPs*, and return it to City of Cheyenne within five (5) working days of receipt of the *Notice of Contract Award for Bids and RFPs* (Form B-21), along with Parts V, VI and VII of the *Bidder's Questionnaire*, located in Section VII of the Invitation for Bid Package, via email to the City of Cheyenne Purchasing Manager at [tbarttelbort@cheyennecity.org](mailto:tbarttelbort@cheyennecity.org), with hard copy postmarked by the fifth working day mailed to: Purchasing Manager, 2101 O'Neil Avenue, Room 309, Cheyenne, WY 82001. Failure to return the *Notice of Acceptance of Award* and Parts V, VI and VII of the *Bidder's Questionnaire* may result in a breach of this contract and City of Cheyenne has the right to annul this contract without liability and/or employ any other remedy it may have at law.

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**City of Cheyenne REQUISITION NUMBER:**

\_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

(Company name) \_\_\_\_\_ is in receipt of the *Notice of Contract*

*Award* (contract number) \_\_\_\_\_, dated \_\_\_\_\_, for the time period

beginning \_\_\_\_\_ and ending \_\_\_\_\_, for the dollar value of \$\_\_\_\_\_.

We understand that the contract contains a Disadvantaged Business Goal of \_\_\_\_\_%, and that the Contract requires our company to submit work schedules and copies of executed subcontract agreements with proposed DBE subcontractors within 30 days of the date of the aforementioned award letter. We understand that our company is further required to submit monthly reports of progress toward meeting these goals, on the forms provided in the contract documents.

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Company Identification Number: \_\_\_\_\_

Printed Name and Title of Authorized Person: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Date

**FORM B-23**  
**NOTICE TO PROCEED**

Complete all pre-construction surveys and engineering prior to issuing the contractor a Notice to Proceed.

**RFP OR IFB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

DATE

NAME AND TITLE

ADDRESS

CITY, STATE, ZIP

RE: PROJECT TITLE

CONTRACT #

Dear \_\_\_\_\_:

Enclosed is your fully-executed copy of the Contract referenced above.

This letter shall serve as your Notice to Proceed. Effective \_\_\_\_\_,

you may begin providing services and incurring costs. The term of this Contract shall be

from \_\_\_\_\_ through \_\_\_\_\_.

Should you have any questions, feel free to contact me at (307) 637-6345.

I look forward to working with you on this important project.

Respectfully,

TJ Barttelbort

City of Cheyenne Purchasing Manager

Enclosure

**FORM B-24**

**CLOSEOUT LETTER OF RELEASE FROM LIABILITIES, OBLIGATIONS  
AND CLAIMS**

[Date]

Contact

Company Name

Company Street Address, Suite

City, State, Zip Code

Dear [ ]:

In order to finalize the contract file for the purchase of [number and product or service] that occurred on [date product delivered], the City of Cheyenne requires a statement from [vendor] that formally releases the City of Cheyenne from all liabilities, obligations, and claims.

Please sign this letter if you are in agreement with the following statement, then return the letter to the City of Cheyenne, by [DATE].

As an official of [vendor], authorized to legally bind the company, I

\_\_\_\_\_ certify that [vendor]

(print your name and title)

has sent the final invoice to the City of Cheyenne on [date of invoice], and received payments from the City of Cheyenne for [number and product or service] in the amount of [\$ amount of payment] dated [date on check]. I further certify that [vendor] has completed the work agreed to in the contract signed [date contract or Bid Form signed], and hereby formally release the City of Cheyenne from any and all liabilities, obligations, and claims.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The City of Cheyenne certifies that all contract elements have been completed, all deliverables have been received in satisfactory condition and have been inspected and approved, and that the City of Cheyenne holds no claims regarding this contract against [vendor].

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Cheyenne Purchasing Manager

## FORM B-25

### INSPECTION AND ACCEPTANCE CLOSEOUT FORM

Complete this form as part of the Contract Closeout Procedure for contracts \$75,000+

**RFP OR ITB NUMBER:** \_\_\_\_\_ **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

#### ROLLING STOCK

I certify that the following forms have been completed and are placed in the Master File. Place N/A on lines where items are not applicable.

Buy America Compliance Cert or Exemption Cert: Pre-Award \_\_\_\_\_ Post-Delivery \_\_\_\_\_

Buy America Documentation from Contractor: Pre-Award \_\_\_\_\_ Post Delivery \_\_\_\_\_

Purchaser's Requirements Certification: Pre-Award \_\_\_\_\_ Post-Delivery \_\_\_\_\_

FMVSS Compliance Cert or Exemption Cert: Pre-Award \_\_\_\_\_ Post-Delivery \_\_\_\_\_

FMVSS Compliance Documents from Contractor: Pre-Award \_\_\_\_\_ Post-Delivery \_\_\_\_\_

Serial Number Data Sheet per vehicle \_\_\_\_\_ Bus Testing Report \_\_\_\_\_

Visual Inspection Sheet per vehicle \_\_\_\_\_ Road Test Sheet per vehicle \_\_\_\_\_

Vehicle Weight Slip per vehicle \_\_\_\_\_ Shipping Documentation per vehicle \_\_\_\_\_

Signed "Release of Delivery" Form(s) \_\_\_\_\_ Certificates of Origin per vehicle \_\_\_\_\_

#### ROLLING STOCK AND NON-ROLLING STOCK

I certify that the following Contract Closeout Procedures have been performed and that the documentation has been placed in the Master File. Place N/A on lines that are not applicable.

#### Date

	The City of Cheyenne has received all articles and/or services set forth in the contract.
	The City of Cheyenne has inspected and accepted these articles and/or services (including reports and spare parts) and is satisfied that they are in full compliance with the conditions of the contract.
	For RFPs involving technology, a self-certification letter from the Contractor stating compliance with the National Architecture for Intelligent Transportation Systems standards.
	Proof of warranty documents delivered.
	Proof of Insurance (for construction and renovation projects on the City of Cheyenne property.)
	Procurement Officer is in receipt of a memorandum from department stating that all required inspections have been performed and the contract has been completed.
	The City of Cheyenne has received the final invoice from the Contractor -- (write date on line).
	Letter from Contractor formally releasing the City of Cheyenne from all liabilities, obligations, & claims.
	All administrative actions have been completed including settlement of disputes, protests, and litigation; final overhead rates have been determined; funds have been released; property has been accounted for or disposed of properly; necessary audits have been performed. (Division Administrator's initials.)

	The City of Cheyenne has made the final payment to the Contractor and has proof that the Contractor received the final payment (cancelled check, memorandum, etc.)
	All documentation has been placed in the Master File.
	Project and drawdown information entered into TrAMS by Division Administrator

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Procurement Officer

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Date



## FORM B-26 MASTER CONTRACT FILE CHECK LIST FOR PROJECT

TAB 1	Email notifying Purchasing Manager of project description	Date:
TAB 2	Independent cost estimate (Form B-4)	Date: Process used to derive Independent cost estimate:
TAB 3	Justification for Contract Type (Form B-5)	Date: Contract Type:
TAB 4	Requisition Form signed by GM	Date:
TAB 5	DBE Goal placed on Requisition Form	Date:
TAB 6	Board Agenda Item & minutes; Board agenda item for all purchases exceeding \$20,000	Board Date:
TAB 7	Invitation for Bid or Request for Proposal Package, Addenda, & Fed Clauses & Config Manage (B-6)	IFB or RFP Date: Fed Clauses Y N Add #1 Add #2 Add #3 Add #4 Add #5
TAB 8	Advertisement	Publication & Date: Publication & Date:
TAB 9	Vendor Solicitation List (Form B-7)	Yes No
TAB 10	Bid/Proposal Package Request List (Form B-8)	Yes No
TAB 11	Pre-Bid/Proposal Conference Sign-in Sheet (Form B-9) and Minutes	Conference Date:
TAB 12	Maintain list of responding vendors (Form B-10)	Yes No
TAB 13	Bid Opening / Tabulation (Form B-11)	Bid Opening Date:
TAB 14	List late bids/proposals (Form B-12) Correspondence, letters, certified mail	Applicable Not Applicable
TAB 15	Adequate price competition Price Analysis or Cost Analysis (Form B-13/-14)	Date:
TAB 16	Sole Source Procurement Justification (Form B-15)	Date if Applicable:
TAB 17	Determine low bid/best value (Form B-16) Include bids received.	Date:
TAB 18	Letters from vendors to withdraw bids or proposals	Dates if Applicable:
TAB 19	Contractor Verification (Form B-17) to see if selected contractor is debarred	Date:
TAB 20	Proposal Evaluation Criteria (Form B18)	Date if Applicable:
TAB 21	Memorandum of Negotiations (B-19)	Date if Applicable:
TAB 22	Evaluation Team signatures: Code of Ethics and Conflict of Interest Policy	If Applicable: Yes No
TAB 23	Contract Award Offer and Acceptance (Form B-20) for proposals	Date sent if Applicable:
TAB 24	Notice of Award (Form B-21), Letters to rejected vendors, protest documentation	Date sent:
TAB 25	Receipt of Notice of Award Acceptance (Form B-22)	Date received:
TAB 26	Contract signed	Date:
TAB 27	Notice to Proceed (Form B-23)	Date sent:

TAB 28	Release Ltr (B-24) Closeout documentation, warranties, ins., settlements, (B-25)	Date signed:
TAB 29	Bond Documents, Notices to Sureties	
TAB 30	Miscellaneous Correspondence, letters Approved Equals, etc.	
TAB 31	Misc., such as Stop Work documentation	

**FORM B-27**

## PIGGYBACKING WORKSHEET

**Definition:** *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).*

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?		
2. Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		

10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3— *Joint Procurements of Rolling Stock and “Piggybacking,”* and (c) FTA Circular 4220.1F.