YUROK TRIBE

PROCUREMENT AND PROPERTY CONTROL

POLICIES AND PROCEDURES
Yurok Tribe

Procurement and Property Control

Policies and Procedures

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CHAPTER 1. Authority

These Procurement and Property Control Policies and Procedures are established in accordance with the authority vested in the Tribal Council pursuant to the Constitution of the Yurok Tribe.

CHAPTER 2. Applicability

General policies concerning purchasing apply to all funds of the Tribe, regardless of source. All funds deposited with the Tribe are considered to be Tribal funds and must be handled consistent with Tribal policies. These Procurement and Property Control Policies and Procedures are applicable to all entities of the Yurok Tribe unless specifically waived or modified by the Yurok Tribal Council.

All transactions in connection with grants, special donations, and government contract funds shall be made in accordance with established Tribal policy and procedure. Particular care shall be exercised to comply with Federal laws as any applicable contract requirements or special terms of grant and donations.

No purchase of materials, supplies, equipment or services shall be awarded pursuant to these procedures unless funds have been appropriated and are available for the purchase.

The Yurok Tribe’s policy is that purchases or contracts made in the name of the Tribe without an authorized purchase order or contract signed by the Purchasing Officer is considered a personal obligation of the person making the purchase and not an obligation of the Tribe.

CHAPTER 3. Environmentally Preferable Products

The Yurok Tribe supports the purchase of products that will minimize any negative environmental impacts of our work. The Tribe recognizes that the purchasing decisions of our employees can make a difference in favor of environmental quality. We prefer the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonable price.

The Yurok Environmental Protection Agency shall select environmentally preferred products. All Yurok Tribal departments shall evaluate the environmentally preferred products and purchase recycled and environmentally preferable products whenever practicable.

All imprinted letterhead paper, envelopes and business cards used by Yurok Tribal departments shall be recycled paper and shall bear an imprint identifying the paper as recycled.
Yurok Tribal departments shall ensure that the title page of each report printed or copied on recycled paper bears an imprint identifying the recycled content of the paper wherever practicable.

Departments shall use both sides of paper sheets whenever practicable.

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

CHAPTER 4. Definitions

As used in these policies and procedures, the following definitions shall apply:

The term "Purchasing Officer" means the Finance Director or his designee or the individual employed for that function or the authorized representative of the Tribal Chairperson.

"Environmentally Preferable Products" means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

"Recycled Products" are products manufactured with waste material that has been recovered or diverted from solid waste. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste, or other waste that would otherwise have been wasted.

"Practicable" means sufficient in performance and available at a reasonable cost.

SECTION II

Contracting and Procurement

CHAPTER 1. Objective and Purpose

The purpose of these policies and procedures is to establish a standard procurement and property control practice for Department Directors, managers and employees of the Yurok Tribe. The objective of the contracting and procurement system of the Yurok Tribe is to obtain the goods and services necessary for the Tribe to carry out its planned objectives and to provide accountability for all goods and services purchased with Federal, State or Tribal funds. The Tribe shall endeavor to acquire goods and services at the most favorable terms based on quality, quantity, service and delivery requirements.

CHAPTER 2. Conflict of Interest

No employee, officer or agent of the Tribe shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. The Tribe shall not acquire goods or services from an employee, from any one who is not arm's length to any employee, or
from a corporation, firm or other business in which an employee, or someone at non-arm’s length to an employee is a controlling shareholder or owner, without full disclosure of the conflict of interest, and the written waiver of the conflict by the Tribal Council or as provided in the Tribe’s Policy and Procedures on Conflicts of Interest. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

(a) An employee, officer or agent involved in making the award;

(b) His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister);

(c) His/her partner; or

(d) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

(e) No Tribal employee or agent shall accept gifts, benefits or favors from individuals, firms or corporations with which the Tribe does business, except as token courtesies or except on behalf of the Tribe and for the Tribe’s benefit.

CHAPTER 3. Open and Free Competitive Procurement

With due consideration to Indian Preference and the Yurok Tribe’s TERO Policy, all procurement transactions will be conducted in a manner so as to promote maximum open and free competition.

The Tribal Council believes, however, it is important to create employment and training opportunities for Yurok Tribal Members and members of other federally recognized tribes within their jurisdiction, and to help eradicate discrimination against all Indian people. In partial fulfillment of its duty to guarantee the unique employment rights of all tribal members within its jurisdiction, the Council enacted a Tribal Employment Rights Office Policy, and mandated the development of a plan for creating a Tribal Employment Rights Office and a support structure to insure: 1) equal and effective implementation of this TERO Policy, 2) due process for all individuals affected by the application of the TERO Policy.

All contracting on the Yurok Reservation for goods or services is subject to the Yurok Tribe’s TERO Policy.

If a non-tribal member submits a bid, which is the lowest bid and a Yurok Tribal member, Yurok Tribal member owned business or a certified Indian owned business submits a bid that is within five percent (5%) of the non-Tribal member bidder, the prospective contractor contract shall have the opportunity to match the low bid and be awarded the contract.
SECTION III
Operational Procurement Practices

CHAPTER 1. Procedure

In order to obtain the maximum competition consistent with the nature of the procurement, the following procedures will allow the Yurok Tribe to compare several options for selecting contractors or suppliers which will best meet Tribal needs and to comply with the applicable federal regulations.

(a) All procurement requests will be reviewed and approved by the Program Directors or Program Managers and forwarded to the Purchasing Officer.

(b) All invitations for bids or requests for proposals shall be directed to the Purchasing Officer. The Department Director or Program Manager shall develop and submit a clear and accurate description of the requirements for goods or services to be acquired.

(c) Any applicable required federal clauses shall be inserted in all bids, solicitations, contracts, including, if necessary, force account contracting.

(d) In order to solicit as many Yurok or Indian business concerns as possible, when practical advertisements will be placed in the local newspapers, on local bulletin boards, and local stores, etc.

(e) Minority-owned business sources of supplies and services will be utilized to the maximum extent feasible and will be given an opportunity to compete for contracts to be performed.

(f) The Yurok Tribe will use the most appropriate contractual instrument for acquisition of goods and services. The procedure shall be appropriate for the particular acquisition and for promoting the goal of the project or program involved.

CHAPTER 2. Acquisition/Procurement Procedure Over $500.00

The Department Director has authority to approve purchases under five hundred dollars ($500.00) cumulative at one vendor.

All procurement requests between five hundred dollars ($500.00) and five thousand dollars ($5,000.00) must be reviewed and approved by the Finance Director. The item requested, unless a routine expenditure of the department, must be specifically identified in a budget that has been previously approved by the Tribal Council. The Tribal Council at a regularly scheduled meeting must approve items that have not been specifically identified in an approved budget.

The Chairperson has authority to approve purchases between five thousand dollars and twenty-five thousand dollars ($25,000.00), provided the item has been specifically identified in a budget that has been previously approved by the Tribal Council.
The Council shall expressively approve all procurement exceeding twenty-five thousand dollars ($25,000.00).

All acquisitions over $5,000.00 shall secure a minimum of three (3) written bids. The procedure for securing written bids shall include advertising in local area newspapers and posting of notices in local areas. Public opening shall be required when receiving multiple bids on construction contracts. Invitations for bids shall clearly set forth all requirements, which the bidder must fulfill in order for the bid to be evaluated by the Yurok Tribal Council or their authorized representative. The Tribal Council shall be notified of date, time and location of all bid openings.

(a) The awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the request, price and other factors considered. Factors such as discounts, transportation costs, and taxes as well as time for completion and/or delivery shall be considered in determining the lowest bid.

(b) Any or all bids may be rejected when it is in the Yurok Tribe's best interest to do so and such rejections are in accordance with applicable rules, regulations and Tribal Ordinances.

No purchase shall be divided in amounts for the purpose of bringing it within certain dollar or time limits relative to required bidding periods. Failure to combine orders when this logically should be done in the interest of economy is circumventing the Tribal policy on combined purchases and, therefore will not be approved (i.e. purchase requisitions containing identical account number, object code and vendor). Whenever this occurs, the Purchasing Officer will return the purchase requisition to the requisitioner.

CHAPTER 3. Competitive Bidding Process

At least three bids must be obtained on unit cost of purchases exceeding twenty five thousand dollars ($25,000.00) unless items are purchased using a negotiated procurement method with prior approval of the Yurok Tribal Council and, when necessary, the cognizant agency for a grant or contract.

All bids shall document the price quote by giving the quote number, salesperson's name, date quoted, or other pricing source, as applicable.

If a non-tribal member submits a bid that is the lowest bid and a Yurok Tribal member, Yurok Tribal member owned business or certified Indian owned business submits a bid that is within five percent (5%) of the non-tribal member bidder, the contract shall have the opportunity to match the low bid and be awarded the contract.

A sole source bid is acceptable only in exceptional cases when full justification is included with the purchase order.
SECTION IV
Responsibilities, Reporting and Billing

CHAPTER 1. Responsibilities of the Purchasing Officer

The responsibilities of the Purchasing Officer regarding contracting shall include, but not be limited to, the following areas:

(a) Clear identification of all items requiring special clearance.

(b) Pre-clearance can be obtained at the time of negotiations by providing documentation of proposed action (i.e., itemizing equipment lists and identifying proposed consultants). Make these items a part of negotiations to reduce necessary prior approval clearances after the execution of the agreement.

(c) Obtaining clarification of clauses that are controversial or subject to several interpretations.

(d) Identifying areas where Tribal policies can be substituted in such categories as personnel salaries/benefits, travel reimbursement rates and procurement and property management systems.

(e) Securing adequate time to review the documents proposed by the contractor/vendor prior to actual negotiation sessions.

(f) Securing agreements upon conditions and ensuring that all agreed upon conditions are included in the final contract document before signing. (Review all insurances, workers comp. liability, bonding)

(g) Identifying all key roles in meeting contract conditions for both parties to insure continuity of communications throughout the negotiation and contract performance period.

CHAPTER 2. Department Director’s and Program Manager’s Responsibilities

In order to obtain a smooth flow in the purchasing procedure, it is essential that all parties understand their responsibilities in communicating their needs. Department Directors and Program Managers have certain responsibilities that are important in order to obtain the services or goods needed. In carrying out this responsibility, Department Directors and Program Managers shall be responsible for assisting the Purchasing Officer in carrying out the procurement function. These responsibilities include the following:

(a) Allow sufficient lead time for an order to be processed in advance of needs or to review the documents proposed by the Contractor/Vendor.

(b) Prepare clear and concise specifications for items needed or services to be obtained.

(c) Securing agreements upon conditions and ensuring that all agreed upon conditions are included in the final contract document before signing. (Review all insurance’s, workers comp. liability, bonding)
(d) Identifying all key roles in meeting contract conditions for both parties to insure continuity of communications throughout the negotiation and contract performance period.

(e) Closing out negotiation sessions with a written summary of all major points and their resolution status.

(f) Ensure that funds are available for the purchase of required items.

(g) Ensure items or services to be procured are within the approved budget or prior approval is received in writing from the contracting agency and the Tribal Council.

(h) Inspect materials when received and store them in a manner, which will preserve their useful function. Also, notify the Purchasing Officer at time of receipt of materials and prepare receiving documents and submit them to the Purchasing Officer.

(i) Financial Reporting. At least on a quarterly basis, the Directors and Program Managers shall prepare reports for the Council on the status of all contracts. The report shall indicate the date of the contract, the nature of the contract, work component in progress, completion date of the component, total amount of the contract, total payments made on the contract to date, and the date of the report. A copy of the reports will be submitted to the Council and Finance Director.

CHAPTER 3. Purchase Requisitions

The purchase requisition is the source document for initiating all transactions for goods, supplies and services within the Tribe. Information required on the purchase requisition shall be completed by the requisitioner, and must have budget approval and funds available prior to any expenditure. Requisitions for purchases will be completed in duplicate and submitted as follows:

(a) Copy #1 will be submitted to the Purchasing Officer.

(b) Copy #2 will be retained by the program pending receipt of goods. The Department Director/Program Manager must obtain all approvals prior to submitting a requisition for processing.

(c) Upon receipt of copy #1, the Purchasing Officer will review for completeness and determine whether the item cost will require formal or informal procedures.

(d) Once approval has been obtained and all requirements met, a pre-numbered purchase order will be prepared by the Purchasing Officer and approved by the Finance Director.

CHAPTER 4. Purchase Orders

Purchase Orders for goods and services will be completed in 3 parts and submitted to the Finance Director for approval. Purchase Orders must contain the following information:

(a) Vendor Name and address
(b) Date of Purchase Order Issuance:
(c) Delivery Destination or Location:
(d) Delivery Deadline:
(e) Quantity, Units, Model Stock Number, Description, Unit Cost, Total Amount for Each Item to be Purchased, and the Purchase Order Total Amount for All Items to be Purchased.
(f) Expenditure Account Coding or Name of Program and Line Item.

Blanket purchase orders may be issued for those departments having frequent, relatively small, and/or emergency needs from a designated vendor. Blanket orders may cover most any commodity. Reasons for using blanket orders and the typical manner in which they assist in the purchasing function are:

(a) Reduce paper work on small dollar value items bought repetitively.
(b) Decentralize the actual act of ordering materials on a day-to-day basis while maintaining centralized control over the selection of vendors and the establishment of prices, terms, and other conditions.
(c) Reduce the amount of routine information exchanged through the purchasing department after an order has been placed. Since terms, most prices and conditions are present, the physical checking of invoices, release forms and receiving information becomes an accounting function.
(d) Release professional purchasing staff from the tasks of handling repetitive, routine transactions. By covering such transactions in the mechanics of the blanket order, purchasing agents and buyers can concentrate their efforts on more difficult non-routine acquisitions. Periodic review of release forms by the purchasing department will allow adequate controls.

Departments wishing to use the blanket order procedures must submit their requisitions to the Finance Department for review prior to any commitment or discussions with a vendor.

**Time Period:**
The blanket order may be written for a maximum period of 3 months. The minimum period shall be one (1) month.

**Expiration:**
All blanket orders expire at the end of the fiscal year, September 30. New blanket orders will be issued on October 1, after appropriate requisitions have been submitted to the purchasing department.

**Limitations:**

(a) No equipment items may be purchased on a blanket order.

(b) No blanket order shall exceed $1,000.00 without the express consent of the Tribal council in the annual budget process.

(c) Total expenditures on a blanket order must not exceed the monies encumbered. Additional funds may be encumbered as needed by submitting approved requisitions to the purchasing department. Memos are not acceptable when adding funds to a blanket order.
(d) Items, which are stocked in General Stores, may not be purchased on a blanket order.

The Purchasing Department reserves the right to limit the total dollar amount encumbered on any blanket order.

CHAPTER 5. Purchase Order Distribution

Distribution of the approved purchase order shall be as follows:

(a) The purchase order original (white copy) shall be forwarded to the vendor providing the goods or services or given to the Requesting Department to forward to the vendor.

(b) The purchase order duplicate shall be retained by the Purchasing Department until the supplies are received and matched with the Receiving Report and the invoice.

(c) Copy #3 will be retained by the Purchasing Officer to be filed numerically

After goods are delivered, the Purchasing Officer will review the items shown as received on the duplicate copy of the Requisition or the Packing slip, which is also used as a receiving report, attach the vendor's invoice, and forward to Accounts Payable. The Accounts Payable Officer will verify that the purchase order price agrees with the vendor's invoice, that extensions and calculations on the invoice are correct. The items received will be so indicated on the Receiving Report copy of the Requisition or Packing slip. Discounts or allowances will be taken at time of payment.

Prior to delivery of any goods/services to the Yurok Tribe, the Supplier shall be the legal and beneficial owner, and shall have good and valid title to all goods/services sold or to be sold by the Supplier to the Yurok Tribe under this Purchase Order. Title to goods/services shall pass to, and shall become the sole property of the Yurok Tribe upon receipt to the premises designated by the Yurok Tribe.

Until such time as title to these goods passes to the Yurok Tribe, these goods shall remain in all respects at the risk of the Supplier.

CHAPTER 6. Partial Shipments

When a partial shipment is received, the Purchasing Officer on the receiving report will note it by entering "PARTIAL SHIPMENT" on the report. The invoice and a copy of the report will be forwarded to Accounts Payable. The Purchasing Officer will retain the duplicate copy of Receiving Report until all goods have arrived.

CHAPTER 7. Defective or Damaged Goods

Defective or damaged goods or materials received shall be treated as a separate item. Damaged items should not be accepted. The carrier is responsible for the delivery of goods free from damage. A notice containing information necessary for adjustments must be forwarded to the carrier's office. The receiving report shall be noted and initialized by the Purchasing Officer. The documents are then forwarded to Accounting for possible adjustment of the invoice.
CHAPTER 8. Proper Documentation

No expenditure transaction shall be approved for payment unless a completed Receiving Report or other similar supporting documentation that is signed and dated by the department receiving the goods and an original Vendor’s invoice documents receipt of the goods or materials.

All invoices shall be forwarded to Accounts Payable to the address shown on the top of the purchase order. Original invoices mailed to departments by vendors shall be forwarded to Accounts Payable upon the date of receipt. Departments shall not communicate with vendor to have invoice(s) forwarded to them, which is a violation of Tribal Policy. Invoices shall be paid within ten (10) days of receipt and must show as a minimum, the following:

Vendor name and address
Purchase order number
Item description and number
Quantity, unit, unit price and extension for each item discount, if applicable

Except in the case of retainers previously approved by the Tribal Council, payment for goods or services shall not be paid in advance of the actual performance of the service or delivery of the goods. Occasionally and under unusual circumstances, it becomes necessary to make advance payment for items. This is always true for U.S. Government documents from the Superintendent of Documents and for certain other items, usually of small value. In such cases, be sure of the accurate and complete description of the item required, its price, catalog number, and the exact name and address of the supplier. Also, attach to the requisition any supporting documentation such as advertisement, letters from the vendor, proforma invoices, etc.
Prepayment will only be made for goods and services upon receipt of prior written approval and before issuing the purchase order.

SECTION V

Contracts

All transactions in connection with grants, special donations and government contract funds shall be made in accordance with established Tribal policy and procedure. Particular care shall be exercised to comply with Federal laws as any applicable contract requirements or special terms of grant and donations.

CHAPTER 1. Contract Categories and Duration

Each contract shall identify the responsible representatives for each party and will contain specific time frames for each of the following categories:

(a) Contracts with private parties for specific services or products will state contract time limits for performance.

(b) Contracts with private parties for continued services or products on a sustained basis for the duration of a given activity shall state the duration of the contract.

All contracts of the Council shall be bilateral contracts (i.e., a promise for a promise) and shall contain, but not necessarily be limited to, the following provisions:

(a) The name(s) and address(es) and Social Security numbers or Federal Identification number of the Contractor and the Yurok Tribal Department charged with the administration and reporting responsibilities necessary to meet the special and general provisions of the contract.

(b) A statement of the purpose of the contract, identification of the project/program for which the Consultant findings or products will be used and the program official to whom the contractor will report.

(c) A detailed description of the scope of work. Expert assistance in developing the scope of work may be requested and a separate contract negotiated for this assistance. Construction contracts may require this assistance. The scope of services shall show the sequence in which the contract is to be handled and shall indicate at what point partial or preliminary work is to be completed, the type of and number of reports to be delivered, and the exact material to be used and work to be accomplished.

(d) The geographical area to be covered by the contract.

(e) The amount and type of information and data to be furnished by the Contractor.

(f) The starting and completion dates of the contract, as well as any date for the reporting of partial or preliminary findings and data. Sufficient documentation to support partial payments to the Contractor must be provided.

(g) The amount of compensation including non-labor expenses, if any.

(h) The method of payment, which shall contain a stipulation that the final payment of the contract shall not be paid until the contract has been completed and accepted by the Council. The Department Director or Program Manager must give approval for all payments. At least ten days time shall be given to the Fiscal Department to process the payment.

(i) The contract must include a clause stating that the Contractor will have or secure sufficient personnel to complete the requirements under the contract and that no Tribal employees shall be hired by the contractor or his/her representatives for work under the contract.

(j) The contract shall state that the Contractor shall not assign any interest in the contract without the prior written consent of the Council.

(k) The contract will contain statements on confidentiality of findings and ownership.

(l) Other statements as may be required, including those that may be required by any granting/contracting agency under a third party contractual agreement.

(m) All contracts must be reviewed by the TERO Officer, Tribal Attorney, Finance Director and Executive Director prior to forwarding the Contract to the Tribal Chair for signature.
SECTION VI

Procurement Methods

CHAPTER 1. Selection of Method

The Yurok Tribe shall choose one of the following procurement methods based on the nature and anticipated dollar value of the total requirement.

CHAPTER 2. Small Purchase Procedures

(a) **General.** Any procurement not exceeding $5,000.00 may be conducted in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section XIII of this Policy).

(b) **Indian Preference.** The Yurok Tribe shall to the greatest extent feasible provide preference to Yurok Tribal members and Tribal member-owned economic enterprises and Indian organizations and shall, to the extent feasible, maintain and/or refer to lists of qualified Indian supply sources. The Yurok Tribe shall require a statement from all contractors agreeing to provide Indian preference in subcontracting, training, and employment, and shall specify the method to be used. The Yurok Tribe shall document its efforts in providing Indian preference. If no quotes are solicited or received from Tribal members or Indian-owned economic enterprises or Indian organizations, the Yurok Tribe shall document the procurement file with the reasons for the lack of Indian participation.

(c) **Petty Cash Purchases.** Small purchases under $75.00 that can be satisfied by local sources may be processed through the use of a petty cash account. The Tribal Council must approve the establishment of a petty cash fund. Petty cash funds shall not exceed $250.00. The Program Director or the specifically appointed petty cash custodian shall be responsible for all petty cash funds. All receipts for disbursements from the petty cash fund shall be submitted to the Finance Department on a regular basis, no less than quarterly.

(d) **Purchase Cards.** A purchase card can be used for low dollar value purchases in place of petty cash or when the use of a credit card is required to make the purchase. Small purchases under $250.00 may be processed through the use of a purchase card.

Purchase cards shall not be used for the following items:

- Personal Expenses
- Custom Fabrications
- Travel
- Cash Advance
- Gifts

Any purchase over $250.00 unless specifically authorized in advance by the Finance Director

After the use of the purchase card, within five (5) days, the user must submit a request for a
purchase order with the receipt for the purchase to the Finance Department. Receipts not submitted to the Finance Department by the Purchase Card billing date will be deducted from the employee’s pay.

(e) **Travel Cards.** When travel has been approved by the Tribal Council or Executive Director, travel related expenses may be charged to a travel card.

(f) **Small purchases of $5,000.00 or less.**

1. **Obtaining Quotes.** The Yurok Tribe shall solicit price quotes by phone, letter, internet or other informal procedure that allows participation by a reasonable number of competitive sources. When soliciting quotation, the Yurok Tribe shall inform the sources solicited of the specific item being procured, the time by which quotes must be submitted, and the information required to be submitted with each quotation. The Yurok Tribe shall obtain written quotes; however the written quotation may be confirmation of a previous oral quotation only if it is submitted within 10 days of the oral quotation or by the due date for submitting quotes. The names, addresses, and/or telephone numbers of the bidders and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

2. **Competition.** The Yurok Tribe shall attempt to obtain quotes from a minimum of three qualified sources and document the procurement file with a justification whenever it has been unable to obtain at least three quotes. Solicitation of fewer than three sources is acceptable if the Yurok Tribe has attempted but has been unable to obtain a sufficient number of quotes. The sole quotation received may be accepted only in unusual circumstances (such as an emergency threatening public health and safety).

3. **Award.**

   (a) **Award based on price.** For small purchases awarded based on price and fixed specifications (i.e., not subject to negotiation) the Yurok Tribe shall make award to the qualified Indian-owned economic enterprise or organization with the lowest responsive quotation if it is reasonable and no more than 5% higher than the lowest responsive quotation received. If no responsive quotation from a qualified Indian-owned economic enterprise or organization is within 5% of the lowest responsive quotation from any qualified source, then award shall be made to the source with the lowest quotation.

   (b) **Award based on factors other than price.** For small purchases to be awarded based on factors other than price, a formal solicitation (request for proposals or request for quotes) shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall reserve 5% of the total evaluation points for providing Yurok Tribal member/Indian preference. Award shall be made to the best proposal or quotation in accordance with the stated rating system. When other factors other than price are used, they must be clearly stated in the bid package and/or the request for proposal (RFP).

   (c) **Small purchases of $2,500 or less.** The Yurok Tribe shall follow the procedures specified in paragraph (d) above; however, oral quotes are acceptable (provided that the Yurok...
Tribe documents the quotes received), and the Yurok Tribe may develop alternative methods of providing Indian preference which promote maximum participation by Indian organizations and Indian-owned economic enterprises (provided that such methods are in writing and approved by the Yurok Tribe).

(g) Information Technology Procurements.

Information Technology Management Office. The Information Technology Management Office shall be responsible for: (a) assessing the need for and use of information technology; (b) administering all procurement and contracting activities undertaken for the Tribe involving information technology in accordance with this chapter; (c) providing for the disposal of all information technology property surplus to the needs of a using department or entity; (d) evaluating the use and management of information technology; (e) operating a comprehensive inventory and accounting reporting system for information technology; (f) developing policies and standards for the management of information technology within the Tribe. The office may establish by regulation categories of procurement for information technology, which shall be exempted from the requirements of this section.

CHAPTER 3. Sealed Bidding (for procurement in excess of $25,000.00)

(a) Conditions for use. Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of prices. Sealed bidding is the preferred method for construction procurement. For professional services contract, sealed bidding should not be used.

(b) Solicitation and Receipt of Bids

(1) Issuance and amendment. An invitation for bids shall be issued including specification and all contractual terms and conditions applicable to the procurement. Any amendments to the invitation shall be in writing, and if it is necessary to issue an amendment within seven days of the bid opening, the bid opening shall be postponed until at least seven days after the issuance of the amendment. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

(2) Restricting solicitations. The invitation may be restricted to qualified Yurok Tribal member-owned and Indian-owned economic enterprises and Indian organizations if the Yurok Tribe has a reasonable expectation of receiving the required minimum number of bids from them. The Yurok Tribe shall solicit bids from non-Indian as well as Indian-owned economic enterprises and Indian organization if: the Yurok Tribe decides not to restrict the solicitation; or, an insufficient number of qualified Indian-owned economic enterprises or organization submit responsive bids in response to a solicitation; or, a single
bid is not accepted.

(3) **Bid Opening.** Bids shall be opened publicly and in presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. The date, time and location of all bid openings shall be clearly stated in all bid packets and/or requests for proposals (RFP). The Tribal Council shall be notified of date, time and location of all bid openings.

(4) **Award.** Award shall be made as provided in the invitation for bids by written notice to the successful bidder, as follows:

(a) **Restricted solicitations.** If the solicitation is restricted to Yurok Tribal members and Indian-owned economic enterprises and organizations, and two or more qualified Indian-owned economic enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If equal low bids are received, the award shall be made by drawing lots or similar random methods. If fewer than the minimum number of qualified Indian-owned economic enterprises or organizations submit responsive bids, all bids shall be rejected, and the Yurok Tribe shall cancel the solicitation and resolicit, inviting bids from non-Indian as well as Indian-owned economic enterprises and organizations. The Yurok Tribe may accept a single bid received from a responsible bidder, subject to the Yurok Tribal Council’s approval, in unusual circumstances, such as if the Tribal Council determines that, based on a cost or price analysis, the bid price is fair and reasonable, or the Yurok Tribe determines that the delay of resoliciting would subject the project to higher construction costs.

(b) **Unrestricted solicitations.** If the solicitation is not restricted to Yurok Tribal member-owned and Indian-owned economic enterprises and organizations, award shall be made to the qualified Indian-owned economic enterprise or organization with the lowest responsive bid, if that bid is within the maximum total contract price established for the specific project or activity being solicited, and the bid is within the range specified in 24 CFR 905.175 (c) (1) (ii) (B). If equal low bids are received from qualified Indian-owned economic enterprise or organization, award shall be made by drawing lots or similar random method. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within this range, award shall be made to the lowest responsible, responsive bidder.

(5) **Mistakes in Bids.**

(a) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
(b) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Tribal Chair. After bid opening, no changes in bid prices or other provision of bids prejudicial to the interest of the Yurok Tribe or fair competition shall be permitted.

CHAPTER 4. Competitive Proposals

(a) Condition for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the Yurok Tribe determines that conditions are not appropriate for the use of sealed bidding. An adequate number of qualified sources shall be solicited.

(b) Solicitation. The request for proposals (RFP) may be restricted to qualified Yurok Tribal member-owned or Indian-owned economic enterprises and Indian organization if the Yurok Tribe has a reasonable expectation of receiving a minimum of three bids from such entities. The Yurok Tribe shall solicit proposals from non-Indian as well as Indian-owned economic enterprises and Indian organizations if: The Yurok Tribe prefers not to restrict the RFP; or, an insufficient number of qualified Indian-owned economic enterprises or Indian organizations satisfactorily respond to a restricted RFP; or, a single proposal is received but not accepted. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposal shall be handled so as to prevent disclosure of the number of bids, identity of the bidders, and the contents of their proposals.

(c) Negotiations. In those situations where negotiations are deemed necessary, negotiations shall be conducted with bidders who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such bids shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise bidders of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No bidder shall be provided information about any other bidder’s proposal, and no bidder shall be assisted in bringing its proposal up to the level of any other proposal. Bidders shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award except when all bids exceed the maximum funds available. A common deadline shall be established for receipt of proposal revision based on negotiations.

(d) Award. After evaluation of proposal revision, if any, the contract shall be awarded to the responsible firm whose qualification, price and other factors considered, are the most advantageous to the Yurok Tribe, provided that the price is within the maximum total contract price established for the specific project or activity. For solicitations restricted to qualified Indian-owned economic enterprises and Indian organizations, if three such entities submit acceptable proposals, award shall be made to the qualified Indian-owned economic enterprise or Indian organization with the best proposal, provided that the price is within the maximum total price established for the specific project or activity. If fewer than this number of Indian-owned economic enterprises or Indian organizations submits acceptable proposals, the Yurok Tribe shall reject all proposals and resolicit without restricting the RFP to qualified Indian-owned economic enterprises and Indian organizations. The Yurok Tribe may accept the sole proposal received in unusual circumstances, such as when the Yurok Tribe determines that the delays
caused by resoliciting would cause higher costs, or where the Yurok Tribe determines that the proposal has a fair and reasonable price. When using HUD Funds the sole proposal is subject to HUD approval.

(e) **Architect/Engineer Services.**

Architect/Engineer services in excess of the small purchase limitation may be obtained by either the competitive proposals method or qualification-based selection procedures. Sealed bidding shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. These procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

**CHAPTER 5. Noncompetitive Proposals**

**Conditions for use.** Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

(a) An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Yurok Tribe, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency; or

(b) Only one source of supply is available, and the requesting Director or Program Manager so certifies in writing; or

(c) After solicitation of a number of sources, competition is determined inadequate; or

(d) A cost/benefit analysis determines that it would not be cost effective; or

(e) The Yurok Tribal Council specifically authorizes the use of noncompetitive proposals.

(f) Purchases from the General Services Administration (GSA) shall be deemed to be competitive. No other bids shall be required.

(g) The Purchasing Officer reserves the right to obtain competitive quotes, regardless of cost, if it were determined that such quotes would serve the best interest of the Yurok Tribe.

(h) Each procurement based on a noncompetitive proposal shall be supported by a written justification for using such procedures. The Finance Director and Executive Director shall approve the justification.
SECTION VII

Cost and Price Analysis

CHAPTER 1. Cost and Price Analysis

The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described below.

(a) **General.** A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

(b) **Submission of Cost or Pricing Information.** If the procurement is based on noncompetitive proposals, or when only one bid is received, or when contracting for professions, consulting, or architect/engineer services the bidder shall be required to submit:

   (1) A cost breakdown showing projected costs

   (2) Commercial pricing and sales information, sufficient to enable the Yurok Tribe to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or

   (3) Documentation showing that law or regulation sets the offered price.

(c) **Cost Analysis.** Cost analysis shall be performed if an bidder/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the individual cost elements; the Yurok Tribe shall have a right to audit the contractor’s books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles. In establishing profit, the Yurok Tribe shall consider factors such as the complexity and risk of the work involved, the contractor’s investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.

(d) **Price Analysis.** A comparison of prices shall be used in all cases other than those described in Section IV above.

SECTION VIII

Contract Clauses

CHAPTER 1. Required Clauses

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, such as the following:
(a) Termination for convenience
(b) Termination for default
(c) Equal Employment Opportunity
(d) Anti-Kickback Act
(e) Davis-Bacon provisions of the United States Housing Act of 1937 and implementing regulations for Indian Housing Authorities at 24 CFR 905.172
(f) Contract Work Hours and Safety Standards Act
(g) Cultural clearance
(h) Reporting requirements
(i) Patent rights
(j) Rights in data
(k) Examination of records by Comptroller General
(l) Retention of records for three years after close-out
(m) Clean air and water
(n) Energy efficiency standards
(o) Bid protests and contract claims
(p) Value engineering
(q) Payment of funds to influence certain Federal transaction.

CHAPTER 2. Forms

If all required clauses are not included on the contract, then the Yurok Tribe shall attach any additional clauses to the forms used in contract documents.
SECTION IX

Contract Types and Options

CHAPTER 1. Contract Types

Any type of contract (pricing arrangement) which is appropriate to the procurement and which will promote the best interests of the Yurok Tribe may be used, provided that the cost-plus-a percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties and shall be in the Yurok Tribe’s approved form of contract. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Yurok Tribe’s needs otherwise. and the proposed contract’s accounting system is adequate to allocate costs in accordance with applicable cost principles. A time and material contracts may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk. The Yurok Tribal Council must approve cost-plus type contracts. If using HUD Funds for construction, HUD must approve Cost Plus Type contracts.

CHAPTER 2. Options

Options for additional quantities or performance periods may be included in contract, provided that:

(a) The option is contained in the solicitation;

(b) The option is a unilateral right of the Yurok Tribe;

(c) The contract states a limit on the additional quantities and the overall term of the contract;

(d) The options are evaluated as part of the initial competition;

(e) The contract states the period within which the options may be exercised;

(f) The options may be exercised only at the price specified in or reasonably determined to be more advantageous to the Yurok Tribe than conducting a new procurement.

SECTION X

Cancellation of Solicitations

CHAPTER 1

(a) An invitation for bids, request for proposals, or other solicitation may be canceled before bids are due if: the Yurok Tribe no longer requires the supplies, services or construction; or

(b) Proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable: or similar reasons.
A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services or construction are no longer required; or, ambiguous or otherwise inadequate specifications were part of the solicitation; or, the solicitation did not provide for consideration of all factors of significance to the Yurok Tribe; or, price exceeds available funds, and it would not be appropriate to adjust quantities to come within available funds; or, there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or, a condition for canceling a solicitation and resoliciting, as specified above, is met; or, for good cause or similar reasons.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any bidder solicited. A notice of cancellation shall be sent to all bidders solicited.

For solicitations that are not restricted to Indian-owned economic enterprises or Indian organizations, if all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and price is unreasonable, the Yurok Tribe shall cancel the solicitation and resolicit using a request for proposal.

SECTION XI

Contractor Qualifications and Duties

CHAPTER 1. Contractor Responsibility

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the Yurok Tribe shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other tribes), and financial, administrative, and technical capability to perform contract work of the size and type involved and within the time provided under the contract. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

CHAPTER 2. Suspension and Debarment.

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g., Department of Labor, for violations of Secretary of Labor regulations) when necessary to protect the Yurok Tribe in its business dealings. The Yurok Tribe may suspend or debar a contractor under tribal laws, as applicable.

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(a) Authority. The Purchasing Officer, after reasonable notice to vendor involved and reasonable opportunity for that vendor to be heard, the Purchasing Officer, after consultation with the Tribal Attorney, shall have authority to debar a vendor for cause from consideration for award of contracts. The debarment shall not be for a period of more than three (3) years. The Purchasing Officer, after consultation with the Tribal Attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months.

(b) Causes for Debarment or Suspension. The causes for debarment of suspension include, but are not limited to the following:

(1) the vendor defaulting on its quotes or contracts, and/or:

(2) behavior on the part of the vendor which is deemed by the Purchasing Officer to be unethical, harmful to the Tribe, or in any other way not in the interest of the Tribe;

(3) non-compliance with the Tribal Employment Rights Ordinance or Policy.

(c) Notice and Opportunity to be Heard. Prior to debarring a vendor, the Purchasing Officer shall inform the vendor in writing by certified mail, return receipt requested, of the facts or conduct which warranted debarment.

(1) The written notice issued by the Purchasing Officer shall contain:

(i) The provisions of the provisions of the Procurement and Property Control Policies and Procedures alleged to have been violated;

(ii) The specific facts or conduct relied upon to justify the debarment or suspension;

(iii) A statement that the contractor has the right to file a request for an administrative hearing pursuant to the Procurement and Property Control Policies and Procedures within 10 working days of the receipt of the notice.

(iv) A statement that the debarment or suspension or debarment shall become a conclusive and final action if no request for hearing is filed within 10 working days of the notice.

(2) All requests for a hearing shall be made in writing and filed pursuant to the Tribe’s Hearing Procedures. The request for hearing shall include:

(i) The name and address of the vendor making the request;

(ii) A statement that the vendor is requesting a formal proceeding pursuant to Procurement and Property Control Policies and Procedures;

(iii) A reference to the notice received from the Purchasing Officer and a statement of the specific grounds on which the proposed action is being challenged.
(3) If the vendor fails to file a request for hearing within ten (10) working days after the receipt of the notice, the suspension or disbarment shall become a final action.

(d) Hearing. The Executive Director shall convene an informal hearing on the issue of the validity of the suspension or debarment within (10) working days of the receipt of a hearing request. The Executive Director will issue a written decision within twenty (20) working days of the hearing detailing whether the suspension or debarment shall stand.

(1) Notice of Decision. A copy of the decision under this section shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

(2) Finality of Decision. A decision under this section shall be final and conclusive.

Chapter 3. Qualified Bidders Lists

Interested businesses shall be given an opportunity to be included on the qualified bidders lists. Any pre-qualified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Lists of pre-qualified Indians, Indian enterprises, or Indian organizations may be maintained by the Yurok Tribe. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such qualified suppliers.

Chapter 4. Bonds

Development contracts. In addition to the other requirements of this Statement, for construction of development projects, the successful bidder shall be required to submit one of the following forms of assurance, in accordance with the approved method set forth in the solicitation, within 10 days after the prescribed contract forms are presented for signature:

(a) A performance and payment bond for 100% of the total contract price; or

(b) A cash escrow deposited with the Yurok Tribe of not less than 20% of the total contract price, subject to reduction, with the approval of HUD, when using HUD funds, during the warranty period commensurate with potential risk; or

(c) An irrevocable letter of credit for 25% of the total contract price, unconditionally payable upon demand of the Yurok Tribe, subject to reduction, with the approval of HUD, when using HUD funds, during the warranty period commensurate with potential risk; or

(d) An irrevocable letter of credit for 10% of the total contract price and compliance with the procedures for monitoring and disbursements provided by the contractor, and as approved by HUD when using HUD funds.

The solicitation shall indicate which of the above methods is permitted. In the case of Mutual Help Projects, the total contract price shall include the value of all Mutual Help contributions for work, materials, or equipment to be provided to the contractor for in performing the contract.
The Yurok Tribe requires that, except in cases of emergency, all bids or proposals for construction and timber harvest contracts in excess of $100,000 be accompanied by a bid bond. The amount of the bid bond shall not exceed five percent (5%) of the total contract. Bidder shall submit the bid bond with their bid. If the bid bond is not submitted with the bid, the Bidder is nonresponsive.

Performance Bond guarantees that a contractor will perform the contract in accordance with the contract terms. The surety who issued the bond may either complete the contract or pay damages up to the bond limit. This bond is used most frequently in construction contracts.

The Yurok Tribe requires a performance bond in the sum of the contract amount for all public construction contracts exceeding $100,000.

SECTION XII

Appeals and Remedies

CHAPTER 1. General

It is the Yurok Tribe’s policy to resolve all contractual issues informally at the Yurok Tribe level, without litigation. When appropriate, the Yurok Tribe may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences.

CHAPTER 2. Bid Protests

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

CHAPTER 3. Contract Claims

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Purchasing Officer for a written decision. The contractor may request a conference on the claim. The Purchasing Officer’s decision shall be final.

CHAPTER 4. Protests Involving Indian Preference

Complaints arising out of any of the methods of providing for Indian preference shall be handled in accordance with the procedures of the Yurok Tribe.
SECTION XIII

Miscellaneous Contract Provisions

CHAPTER 1. Method of Payment and Time Period

The method of payment and the time period covered for each contract shall be indicated in the contract. The time period for each contract should not exceed the termination date of the program/project.

Contracts, which include provisions for advance payment for work to be completed, should be avoided. The contractor should have sufficient resources to guarantee start and completion of the contract within the specified time period.

CHAPTER 2. Confidentiality and Ownership

Any report, information, data, etc., given to or prepared by a contractor for the Yurok Tribe shall not be made available to any individual or organization by the contractor without the prior written consent of the Council. No reports, maps, or other documents produced in whole or in part under the contract shall be the subject of an application for copyright by or on behalf of the contractor. All reports, information and/or data prepared by a contractor shall become the exclusive property of the Yurok Tribe.

CHAPTER 3. Final Product Form

The number of reports, or other information required and final contract product shall be incorporated into the contract prior to commencement of the project.

CHAPTER 4. Invoicing and Billing Procedure

All contracts shall identify the method of payment. A detailed invoice must precede each payment.

No payments on any contracts will be made unless a Request For Payment For Services Rendered Memo is completed and approved by the Department Director or Program Manager.

CHAPTER 5. Yurok Tribe Contracting Authority

The Yurok Tribal Council shall approve all contracts entered into on behalf of the Yurok Tribal Council unless the contract is identified in a budget previously approved by Council. All contracts must be reviewed and signed by the Finance Director and then signed by the Chairperson or Vice Chairperson. Any contract entered into by other individuals shall be considered null and void.
SECTION XIV

Procurement of Space

CHAPTER 1.

When procuring space, rental or lease agreements are required which set out the following definition:

(a) A description of the space leased;
(b) Purpose for which it is to be used;
(c) Period of the Lease/Rental;
(d) Options to renew
(e) Utilities, insurance and other services to be furnished by the lessor;
(f) Rate of Rental/Lease;
(g) Method and time of payment thereof;
(h) Other conditions required of the lessor or lessee;
(i) Signature of both parties, and witnesses.

(j) Form W-9

The cost of space will be based on a "cost per square foot" basis, based on the prevailing rental/lease rates for like space in the surrounding communities.

SECTION XV

Property Control

CHAPTER 1. Purpose

The purpose of financial property accounting and physical control is to provide reliable and systematically maintained records for acquisitions, transfers, and dispositions of property and equipment to assure that the assets of the Yurok Tribe are positively controlled and safeguarded. Property with an acquisition cost or value of $5,000 or more and electronic data processing equipment shall be considered to be a capital addition subject to the inventory controls specified in this section. Sensitive equipment shall also be subject to the property control procedures.

Program directors shall develop procedures to insure that materials and supplies are adequately protected and properly used.
CHAPTER 2. Acquisition

Upon acquisition of all equipment or property a Property Record will be prepared by the Purchasing Officer, which includes:

(a) The name of the product;
(b) Manufacturer and serial number;
(c) Date of Purchase;
(d) Original cost, in the absence of cost, the estimated original cost; or the fair market value at time of acquisition.
(e) Location of the property;
(f) The identity of the Vendor/Donor of property and condition upon receipt.
(g) Person responsible for its use and care.
(h) Program/Fund, which purchased the asset;
(i) A property ID number will be stamped on the item if it is considered to be capital asset. The ID number will be issued with the approved Purchase Order.
(j) Periodic physical inventories shall be performed no less than annually. Physical inventories shall be compared to Property records.

CHAPTER 3. Recording the Asset

A journal entry form will be prepared containing all the pertinent information and entered into the General Fixed Asset Group of Accounts, and posted to the General Fixed Assets Ledger.

CHAPTER 4. Special Equipment

All sensitive type equipment (cameras, movie cameras, transits, survey equipment, etc.) shall be stored under lock and key.

CHAPTER 5. Perpetual Inventory Control

Perpetual inventory control records will be maintained and physical inventories will be taken of all capital assets at least once annually. After taking the physical inventory, the Purchasing Officer will reconcile the property accounts to reflect the actual fixed assets inventory amount. Program directors shall explain all differences in a memorandum to the Finance Director and Tribal Council.
CHAPTER 6. Property and Equipment

All property or equipment with an acquisition cost or value in excess of $5,000 and sensitive equipment shall be marked in accordance with the applicable Tribal and Federal property accounts to reflect the actual fixed assets inventory amount.

CHAPTER 7. Property/Equipment Transfers Procedures

Transfers of property and equipment shall be documented in writing by the Director or Program Manager showing the programs that will release and acquire the property. The memo shall be sent to the Purchasing Officer describing the equipment transferred and the number on the equipment.

The Purchasing Officer shall update the Property Records.

CHAPTER 8. Property/Equipment Dispositions Procedures

The Tribal Council shall approve dispositions of property and equipment with acquisition cost or value in excess of $5,000 acquisition cost or value in excess of $5,000 acquisition cost or value in excess of $5,000 acquisition cost or value in excess of $5,000. The Finance Director shall approve all other dispositions. When feasible, excess property shall be disposed at public auction or sale. There shall be postings, notification and public announcement to Tribal members and potentially interested parties to insure equal access and opportunity to obtain excess Tribal property. Dispositions shall be documented in writing and shall include the following information:

(a) Date of Disposition;
(b) Asset Name and Serial Number;
(c) Status of the Disposition, (i.e. sold, stolen, salvaged, etc.);
(d) Name of the individual or firm sold, leased or rented to;
(e) Amount of dollars received from the sale, rental of lease;
(f) Contract/Grant or agency approval to sell, if the asset was purchased with federal funds.
(g) Documented approval from the Tribal Council;

The Purchasing Officer will be responsible for documenting all sales or assets according to the above items, and shall maintain such documentation in the appropriate Property Record files.
CERTIFICATION

This is to certify that this Procurement and Property Control Policies and Procedures was adopted by the Yurok Tribal Council at a regularly scheduled meeting on May 24, 2001, at which a quorum was present and this policy was adopted with a vote of 6 Yes, 0 No, 0 Abstentions. This Policy has not been rescinded or amended in any way.

Dated this 24th day of May 2001.

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Susan Masten, Chairperson
Yurok Tribal Council

Attest:
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Lori L. Hodge, Executive Assistant
Yurok Tribe