



**HOUSING AUTHORITY OF THE CITY OF LITTLE ROCK
STATEMENT OF PROCUREMENT**

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This Statement of Procurement Policy complies with the United States Department of Housing and Urban Development (HUD)'s Annual Contributions Contract (ACC), HUD Handbook 7460.8 (Rev. 2), (dated February 2007), "Procurement Handbook for Public Housing Agencies," the procurement standards of 24 CFR 85.36, and applicable State and Local laws.

I. GENERAL PROVISIONS

- A. PURPOSE:** The purpose of this Statement of Procurement Policy is to:
1. Provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Housing Authority of the City of Little Rock hereinafter known as the Authority and LRHA;
 2. Assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the Authority;
 3. Promote competition in contracting;
 4. Provide safeguards for maintaining a procurement system of quality and integrity;
 5. And assure the Authority purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

B. APPLICATION

This Procurement Policy applies to all procurement actions of the Authority, regardless of the source of funds, except as noted under "exclusions," below. However, nothing in this Policy shall prevent the LRHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. This Statement shall apply to every expenditure, irrespective of the source of funds, including contracts, which do not involve an obligation of funds (such as concession contracts). However, nothing in this Statement shall prevent the Authority from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law under which said grant, contract, gift, or bequest is awarded. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement, so that the appropriate procurement regulations shall be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work completed by a new contract, then regulations applicable to the source of funding may be applied.

Definition

The term “procurement,” as used herein, includes the procuring, purchasing, leasing or renting of : (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A & E) services, (4) Social Services and (5) other services.

Exclusions

This policy does not govern administrative fees earned under the Section 8 (HCV) program, the award of vouchers under the Section 8 program, the execution of landlord HAP contracts under that program or non-program income, e.g. fee for service revenue payments under 24 CFR Part 990. These excluded areas are subject to applicable State and local requirements.

Changes in Laws and Regulations

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

Public Access To Procurement Information

Most procurement information that is not propriety information, is a matter of public record to the extent provided in the Arkansas Freedom of Information Act and shall be available to the public as provided in that statute.

ETHICS IN PUBLIC CONTRACTING

General

The LRHA hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law.

Conflicts of Interest

No employee, officer, Board member, or agent of the LRHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Board member, or agent involved in making the award;

- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the LRHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

II. PROCUREMENT AUTHORITY AND ADMINISTRATION

A. CONTRACTING OFFICER (S)

The Contracting Officer (s), who shall be the Executive Director or other person(s) the Executive Director has authorized in writing, shall administer all procurement transactions. The Executive Director shall issue operational procedures to implement this Statement, which shall be based on HUD Handbook 7460.8 (Revised) The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with State law.

B. THE EXECUTIVE DIRECTOR OR HIS/HER DESIGNEE SHALL ENSURE THAT:

1. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and are awarded only by

Authority personnel who have been designated in writing as Contracting Officer(s).

3. For procurement other than small purchases, public notice is given of each upcoming procurement the minimum number of days, which is in compliance with individual program requirements, before bid opening date to provide for preparation and submission of bids or proposals; and notice of contract awards is made available to the public.
4. Solicitation procedures are conducted in full compliance with Federal standards as stated in 24 CFR 85.36, and State and local laws, where they are more stringent, provided they are consistent with 24 CFR 85.36.
5. An independent cost estimate is prepared before the solicitation is issued and is appropriately safeguarded for each procurement above the small purchase limitation.
6. A cost or price analysis is performed on the responses received for all procurement.
7. Contract award is made to the responsive and responsible bidder offering the lowest price (for sealed bid contracts); or, contract award is made to the offer or whose proposal offers the greatest value to the Authority, considering price, technical, and other factors as specified in the solicitation (for contract awarded based on competitive proposals); unsuccessful firms are notified within ten days after contract award.
8. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted.
9. The Authority complies with applicable HUD review requirements, as provided in the operational procedures supplementing this Statement.

C. BOARD APPROVAL

This Statement and any later changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive Director and is responsible for ensuring that any procurement policies adopted are appropriate for the Authority and consistent with Federal and State laws.

III. PROCUREMENT METHODS

PROCUREMENT PLANNING

Planning is essential to managing the procurement function properly. Hence, the LRHA will periodically review its record of prior purchases, as well as future needs, to: find patterns of procurement actions that could be performed more efficiently or economically; maximize competition and competitive pricing among contracts and decrease the LRHA's procurement costs; reduce LRHA administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

If it has been decided that the LRHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

A. SMALL PURCHASES

1. *General*- any contract not exceeding **\$20,000** may be made 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 VIII of this Statement).
2. *Petty Cash Purchases*- Small purchases under **\$50.00** may be procured through the use of petty cash account. The Contracting Officer(s) shall ensure that: the account is established in the amount sufficient to cover small purchases made during a reasonable period (e.g., one-week) or **\$250.00**; security is maintained and only authorized individuals have access to the account; the account shall be reconciled monthly and replenished by submission of a voucher to the Authority Finance Officer; and, the account is audited by the Finance Officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
3. *Micro purchases* – For purchases less than **\$2,000** also known as Micro Purchases, only one quote is required provided the quote is considered reasonable.
4. *Small Purchases of \$5,000 or less*- for small purchases below **\$5,000** only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.

5. *Small Purchases of \$5,001 but less than \$20,000-* For small purchases in excess of **\$5,001 but not exceeding \$20,000, no less than three offerors shall be solicited for price quotations.** These quotations may be obtained orally, either in person, by telephone, electronically, or in writing. Award shall be made to the offerors providing the lowest acceptable quotation, unless award to an offerors quoting a higher price is justified in writing based on price and other specified factors. If non-price factors are used in the evaluation and selection process, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record. This requirement may be waived by the Executive Director, when such a waiver is deemed to be in the best interest of the LRHA (an example, emergency situation).

B. SEALED BIDDING

1. *Conditions for Use-* Contracts shall be awarded 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 leads itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For procurement under the Capital Fund Program (CFP), sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional services contracts, sealed bidding should not be used.
2. *Solicitation and Receipt of Bids-* An Invitation For Bids (IFB) shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a statement that the award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the IFB. The IFB shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be date and time-stamped, but not opened, and shall be stored in a secure place until time for the bid opening. A bidder may withdraw its bid at any time prior to the opening of the bids.
3. *Bid Opening and Award-* Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Award shall be made as provided in the IFB by written notice to the successful bidder. If equal low bids are received from responsible bidders, award shall be made by drawing of lots or similar random method, unless otherwise provided in State or local law and stated in the invitation for bids. If only one responsive bid is received from a responsible

bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

4. *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 IFB prior to the date and time set for bid opening. After bid opening, corrections in bid shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental 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 Contracting Officer(s). After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.

5. *Bonds-* In addition to the other requirements of this Statement, the following requirements apply:

- a. For construction contracts exceeding \$20,000, or other than those specified in 5b and 5c below, contractors shall be required to submit the following:
 - (1) A bid guarantee from each bidder equivalent to 5% of the bid price.
 - (2) A performance bond for 100% of the contract price*.
 - (3) A payment bond for 100% of the contract price*.

*Required of successful low-bidder only.

These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

C. Competitive Proposals

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the PHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

- A. **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.
- B. **Form of Solicitation.** Other than A/E services, competitive proposals shall be solicited through the issuance of a RFP. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established **before** the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The LRHA may assign price a specific weight in the evaluation criteria or the LRHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.
- C. **Evaluation.** The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the LRHA shall establish an Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.
- D. **Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the PHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment

of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary object of discussions is to maximize the LRHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the PHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the government's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.

5. *Architect/Engineer Services* - Architect/engineer services in excess of the small purchase limitation will be obtained by qualifications-based selection procedures. Sealed bidding shall not be used to obtain architect/engineer services. Under qualifications-based selection (QBS) procedures, competitor's qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services even though architect-engineering firms are potential sources. QBS is also defined as Request for Qualifications (RFQ)

D. NONCOMPETITIVE PROPOSALS

1. *Conditions for Use* - Procurement 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 bidding, or competitive proposals, and one of the following applies:

- a. The item is available only from a single source, based on a good faith review of available sources.
- b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Authority, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need supplies, services, or construction such that the need cannot be met through any other procurement method, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency.
- c. HUD authorized the use of noncompetitive proposals; or

d. After solicitation of a number of sources, competition is determined inadequate.

2. *Justification*- Each procurement based on noncompetitive proposals shall be supported by a written justification for the use of such procedures. The Contracting Officer (s) shall approve the justification in writing. The justification, to be included in the procurement file, should include the following information:

1. Description of the requirement;
2. History of prior purchases and their nature (competitive vs. noncompetitive);
3. The specific exception in **24 CFR 85.36(d)(4)(i)(A)** through **(D)** which applies;
4. Statement as to the unique circumstances that require award by noncompetitive proposals;
5. Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
6. Statement as to efforts that will be taken in the future to promote competition for the requirement;
7. Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and
8. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

INDEPENDENT COST ESTIMATE (ICE)

For all purchases above the Micro Purchase threshold, the LRHA shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

The LRHA shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

Petty Cash and Micro Purchases

No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes is not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the LRHA cannot reasonably determine price reasonableness, the LRHA must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the LRHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the LRHA must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

Contract Modifications

A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$20,000.

4. *Price Analysis*- A comparison of prices shall be used in all cases other than those described in III.E.3. above.

SOLICITATION AND ADVERTISING

Method of Solicitation

- A. **Petty Cash and Micro Purchases.** The LRHA may contact only one source if the price is considered reasonable.
- B. **Small Purchases.** Quotes may be solicited via email, orally, through fax, or by any other reasonable method.
- C. **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The LRHA must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.

1. Advertising in newspapers or other print mediums of local or general circulations.
2. Advertising in various trade journals or publications (for construction).
3. E-Procurement. The LRHA may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with **24 CFR 85.36**, State and local requirements, and the Authority's procurement policy.

Time Frame:

For purchases of more than \$20,000 but less than \$50,000 the public notice should run no less than one week.

For purchases of more than \$50,000 public notices shall run no less than for two consecutive weeks.

There shall be a (7) seven day period between the public announcement and the opening of the bids or procurement closing date.

Time Period for Submission of Bids:

A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 10 days for competitive proposal. However the Executive Director may allow for a shorter period under extraordinary circumstances.

Form

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

D. CANCELLATION OF SOLICITATIONS

1. An IFB, RFP, or other solicitation may be canceled before offers are due if:

The Authority no longer requires the supplies, services or construction. The Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

2. 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.

Ambiguous or otherwise inadequate specifications were part of the solicitation.

The solicitation did not provide for consideration of all factors of significance to the Authority.

Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds.

There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or

For good cause of a similar nature when it is in the best interests of the Authority.

The reasons of cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity on any re-solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either:

- (a) Re-solicit using an RFP; or
- (b) Complete the procurement by using the competitive proposals method, following paragraphs III.C.3. and III.C.4. above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph III.D.2. above (when only one bid is received at an unreasonable price); provided, that the Contracting Officer(s) determines, in writing, that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

If problems are found with the specifications, FHA should cancel the solicitation, revise the specifications and resolicit using an IFB.

E. COOPERATIVE PURCHASING

The Authority may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement via the state or other governmental systems shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on

behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Authority may use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible, reduces project costs, and is in the best interest of the Authority. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 24 CFR 85.36.

Credit (or Purchasing) Cards

Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card.

When using credit cards, the LRHA should adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

IV. CONTRACTOR QUALIFICATIONS AND DUTIES

A. CONTRACTOR RESPONSIBILITY

Procurement 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 Authority shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including the review of the List of Parties Excluded from Federal Procurement and No procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contracting previous clients of the contractor, such as other PHAs), and financial and technical resources. 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.

B. 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 violation of Secretary of Labor regulations) when necessary to protect the Authority in its business dealings.

C. QUALIFIED BIDDER'S LISTS

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any prequalified 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. 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 pre-qualified suppliers.

V. TYPES OF CONTRACTS, CLAUSES AND CONTRACT ADMINISTRATION

A. CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurement shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the FAR found in 48 CFR Chapter 1). A time and materials contract 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.

B. OPTIONS

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

1. The option is contained in the solicitation.
2. The option is a unilateral right of the Authority.
3. The contract states a limit on the additional quantities and the overall term of the contract.
4. The options are evaluated as part of the initial competition.
5. The contract states the period within which the options may be exercised.
6. The options may be exercised only at the price specified in or reasonably determinable from the contract.
7. The options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

C. CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(I), such as the following:

1. Termination for convenience.
2. Termination for default.
3. Equal Employment opportunity.
4. Anti-Kickback Act.
5. Davis-Bacon Act.
6. Contract Work Hours and Safety Act, Section 103 and 107.
7. Reporting requirements.
8. Patent rights.
9. Copyright and rights in data.
10. Examination of records by the Comptroller General, and retention of records for three years after closeout.
11. Clean air and water.
12. Energy efficiency standards.
13. Bid protests and contract claims.
14. Value engineering.
15. Payment of funds to influence certain Federal transactions.
16. Section 3 Requirements.

The operational procedures required by Section II.A. of this statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by the Authority.

Additionally, the forms HUD 5369, 5369A, 5369B, 5370, 5370C and 51915-A, which contain all HUD required clauses and certifications for contracts more than

\$20,000, as well as many forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts used by this Authority.

D. CONTRACT ADMINISTRATION

A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The operational procedures required by Section II.A. above shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18 or the FAR Subpart 31.2.

VI. SPECIFICATIONS

A. GENERAL

All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the Authority's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicated items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurement to obtain a more economical purchase.

B. LIMITATION

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the Authority's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

VII. APPEALS AND REMEDIES

A. GENERAL

It is the Authority's policy to resolve all contractual issues at the Authority level without litigation. Disputes shall not be referred to HUD unless and until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority 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. HUD

will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

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

C. CONTRACT CLAIMS

Contractor Claims. All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in FHA. Contractor claims shall be governed by the Changes clause in the form HUD-5370.

VIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. REQUIRED EFFORTS

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

- a. Including such firms, when qualified, on solicitation mailing lists.
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24CFR 135.
- g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A.1.a. through A.1.f. above.

2. Goals should be established by the Authority periodically for participation by small businesses, minority-owned businesses, women business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in, the area of the development, in the Authority's prime contracts and subcontracting opportunities.

B. DEFINITIONS

- 1. A small business is defined as a business which is: independently owned; not dominant in its field of operation; and not an affiliate of subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the Authority determines that their use is inappropriate.
- 2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group member; or, in case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific and Asian Indian Americans, and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are United States citizens and who also control or operate the business.
4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in list or labor surplus areas published by the Employment and Training Administration.
5. A business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3-covered area, as determined pursuant to 24 CFR 135.15, which states in part:
 - a. The area of a Section 3-covered development:
 1. For purposes of training and employment opportunities, the area of the Section 3-covered development is the area within the unit of local government, or the metropolitan area or the non-metropolitan county, as determined by the HUD officials specified below in which the (work) project is located.
 2. For the purposes of contracting opportunities the area in the Section 3-covered development is the same metropolitan area or Non-metropolitan County as the Section 3-covered development.
 3. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in **20 CFR Part 654**, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.
 - b. The Department's Area Office Manager shall determine the area of Section 3-covered developments, in accordance with guidelines and instructions issued by the Assistance Secretary for Fair Housing and Equal Opportunity; and are listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing with the Section 3-covered development, (project) owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on

HUD's registry of eligible business concerns, and meeting the definition of small business above.

PROHIBITION AGAINST CONTINGENT FEES

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

X. ALTERNATE PROCUREMENT PROCESS CONTRACTING WITH RESIDENT-OWNED BUSINESSES

A. GENERAL

The purpose of this provision is to enhance the economic opportunities of public housing residents by providing soliciting and contracting with eligible and qualified resident-owned business for public housing services, supplies, or construction.

B. ADVERTISING PROCEDURES

While utilizing the alternative procurement process to contract with resident-owned business, the Authority shall follow the advertising procedures outlined in this Statement of Procurement Policy, with solicitation being limited to resident-owned business. It is the intent of the Housing Authority to define, from time to time, areas of public housing services, supplies or construction where solicitation and contracting will be limited in scope only to resident-owned businesses.

C. QUALIFICATIONS

The Resident Owned Business must meet certain qualification. The business must be at least 51% owned by one or more public housing residents. The management and daily business operations must be controlled by one or more public housing residents. All securities which constitute ownership or control of a corporation for purposes of establishing the business as a resident-owned business shall be held directly by the public housing resident(s). No securities held in trust, or by any guardian for a minor, shall be considered as held by public housing resident in determining the ownership or control of a corporation.

D. OTHER REQUIREMENTS

To be eligible for the alternative procurement process, a business must meet certain other requirements and must submit evidence to show how each requirement has been met.

1. The business must be a legally formed business. Certified copies of any licenses that may be required of the business to engage in the type of business activity for which it is formed and the owner(s) of the Authority must submit incorporation documentation (if applicable).
2. The owner of the business must submit a certification that it is a resident-owned business. The business shall disclose to the Authority all owners of the business, and each owner's percentage of ownership interest in the business. The business shall also disclose all individuals who possess the power to make the day-to-day, as well as major decisions on matters of management, policy and operations (management officials). The business shall identify all owners and management officials who are not public housing residents, and shall disclose any relationship that these owners and officials may have to a business (resident, or non-resident-owned) engaged in the type of business activity with which the resident-owned business is engaged. "Relationship" means employment by, or having an ownership interest in a business. The business also shall submit such evidence as the Authority may require verifying that the owner or owners identified as public housing residents reside within a public housing development of the Authority.
3. The business shall submit evidence sufficient to demonstrate to the satisfaction of the Authority that the business has the ability to perform successfully under the terms and conditions of the proposed contract. Consideration will be given to various factors, including but not limited to such matters as proof of completion of courses in business administration or financial management, and proof of job training or apprenticeship in the particular trade, business profession, or occupation.
4. The business shall submit a certification as to the number of contracts awarded, and the dollar amount of each contract award received under the alternative procurement process provided by this provision. A resident-owned business is not eligible to participate in the alternative procurement process provided by this provision if the resident-owned business has received, under this process one or more contracts with a total combined dollar value of \$500,000.
5. In contracting with resident-owned businesses, the Authority shall follow the applicable method of procurement as set forth in this Statement of Procurement Policy with solicitation limited to resident-owned businesses. The Authority shall ensure that the method of procurement conforms to the procurement standards set forth herein. (Statement of Procurement Policy)
6. Contracts awarded, shall be made only to resident-owned businesses that meet the requirements of this Policy, the requirements as stated in this part (Part X), and

comply with such other requirements of a contract under the particular procurement and HUD regulations.

7. Awards shall not be made to the resident-owned business if the contract award exceeds the independent cost estimate, or the price normally paid for comparable supplies, services, or construction in the development area.

8. Any contract entered into between the Authority and a resident-owned business shall comply with the contract provisions, the Authority Statement of Procurement Policy, governing bonding requirements, where applicable, and such other contract terms that may be applicable to the particular procurement under HUD regulations.

9. In addition to record keeping requirements of the Procurement Policy, the Authority also shall maintain records sufficient to detail the complete history of the procurement made with resident-owned business. Such records will include, but not limited to: independent cost estimate and comparable price analysis; the basis for contractor selection, including documentation concerning the eligibility of the selected resident-owned business; and the basis for determining the reasonableness of the proposed contract price.

DOCUMENTATION

The LRHA must maintain records sufficient to detail the significant history of each procurement action. These records **shall** include, but **shall not** necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident);
- B. Rationale of contract pricing arrangement (also if not self-evident);
- C. Reason for accepting or rejecting the bids or offers;
- D. Basis for the contract price (as prescribed in this handbook);
- E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- F. Basis for contract modifications; and
- G. Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement.

Records are to be retained for a period of three years after final payment and all matters pertaining to the contact are closed.

DISPOSITION OF SURPLUS PROPERTY

Property no longer necessary for the LRHA's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

FUNDING AVAILABILITY

Before initiating any contract, the LRHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

SELF-CERTIFICATION

The LRHA self-certifies that this Procurement Policy, and the LRHA's procurement system, complies with all applicable Federal regulations and, as such, the LRHA is exempt from prior HUD review and approval of individual procurement action.

BUY AMERICAN PROVISION

Buy American requirements of section 1605 of the Recovery Act apply to work funded with Public Housing Capital Fund Recovery Formula or Competition assistance unless HUD has determined that Section 1605 does not apply to the assisted work or the PHA has received an exception of section 1605 or a national exception applies.

The Recovery Act imposes a Buy American requirement on Recovery Act funding. Specifically, section 1605 (the "Buy American requirement") of the Recovery Act states that: (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that (1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a Satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

LRHA Buy American Contract Language

The Contractor acknowledges to and for the benefit of the Little Rock Housing Authority (“Public Housing Agency”) and HUD that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as “Buy American.” The Buy American requirement prohibits the use of Recovery Act funds on any project for the construction, alteration, maintenance, or repair of a public building or work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (“Buy American Requirement”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the PHA and HUD that (a) the Contractor has reviewed and understands the Buy American Requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirement, unless an exception of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception of the Buy American Requirement, as may be requested by the PHA or HUD. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the PHA to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the PHA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of HUD.

Certification that PHAs may require from a contractor or bidder

1. Identification of American- made Iron, Steel, and Manufactured Goods: Consistent with the terms of the PHA’s bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify:
2. Domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
3. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American- made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the PHA of the U.S. production of each component so identified.

4. Documentation Regarding Non-American- made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

a. Identification of and citation to a national (categorical) exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

b. Verifiable documentation sufficient to the PHA, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.

5. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the PHA in amending, supplementing or further supporting such information as required by the PHA to request and, as applicable, implement the terms of an exception with respect to any such component or components.

APPENDIX 1. PROCUREMENT FILE CHECKLIST

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

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

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

APPENDIX 2. ADVERTISEMENT

The **Little Rock Housing Authority (LRHA)** invites sealed bids from contractors for the trash removal at **Vandross Manor, located at 56 Music Lane, Little Rock, USA, 56789**. The work consists of the replacing toilets at all 150 units in accordance with the documents prepared by Maurice Plumbing.

Bids are subject to State Law.

Bids will be received until **2:00 P.M.** on **MM/DD/YY** and publicly opened, forthwith at Little Rock Housing Authority, Property Management Division, 727 Robin Place, Little Rock, USA 56789. General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the Little Rock Housing Authority.

A bid package will be available for pick-up from _____ at 727 Robin Place after **2:00 p.m., MM/DD/YY**. Cost of plans and specifications is **\$25.00**. Company checks are required.

THE JOB SITE AND/OR EXISTING BUILDING WILL BE AVAILABLE FOR A WALK THROUGH ON MM/DD/YY AT 10:00 A.M. AT VANDROSS MANOR, 56 MUSIC LANE, LITTLE ROCK, USA. PROSPECTIVE BIDDERS SHOULD MEET AT THE ABOVE-MENTIONED ADDRESS.

APPENDIX 3. IFB COVER SHEET

IFB Number: _____

Date of Issuance: _____

Sealed bids will be accepted at the Little Rock Housing Authority (LRHA), Property Management Division, until the date and time noted below. Bids will be publicly opened and recorded immediately thereafter in the Conference Room, 727 Robin Place, Little Rock, USA, 56789.

Trash Removal at Vandross Manor

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

Bid Opening: _____ (date) _____ (time)

Property Management Division

727 Robin Place

Little Rock, USA 56789

Point of Contact: Mary Jane (987) 654-3210

Table of Contents:

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

APPENDIX 4. SOLICITATION AMENDMENT

**LITTLE ROCK HOUSING AUTHORITY
PROPERTY MANAGEMENT DIVISION
727 ROBIN PLACE
LITTLE ROCK, USA 56789**

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

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

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

Signature and date:

APPENDIX 5. CONTRACT AWARD

**LITTLE ROCK HOUSING AUTHORITY
PROPERTY MANAGEMENT DIVISION
727 ROBIN PLACE, LITTLE ROCK, USA 56789**

1. Contract Number: _____ 2. Effective Date: _____

3. Solicitation Number/ Project Title: _____

4. Name & Address of Contractor: _____

5. Contract Amount: \$ _____

6. Accounting Code: _____

7. Table of Contents:

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

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

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

Signature of Contracting Officer: _____

Date Signed: _____

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

Signature of Contracting Representative:

Date Signed: _____

APPENDIX 6. NOTICE TO UNSUCCESSFUL BIDDERS

(Letterhead)

Re: IFB#_____

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

(Insert Bidder Name)

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

Name
Contracting Officer

Date

APPENDIX 7. PROCEDURES FOR EVALUATION COMMITTEES (FOR AMOUNTS ABOVE THE SMALL PURCHASE THRESHOLD)

INTRODUCTION

This document establishes the procedures for the evaluation review process and shall apply to the evaluation of all competitive proposals. The evaluation process must be impartial, consistent and fair.

Establishment of an Evaluation Panel

- A. A committee will be appointed by the Contracting Officer to evaluate technical proposals in accordance with a written evaluation plan. The Contracting Officer may serve as a panel member.
- B. A minimum of three persons (or a larger group having an odd number of designated voting members) must be selected.
- C. A designated chairperson shall be responsible for the deliberations of the committee and other duties as outlined below. The Contracting Officer may serve as Chairperson.
- D. Panel members who have a conflict of interest or relationship, financial or otherwise, or that may be construed as a conflict of interest, must disclose the existence of the conflict and, if necessary, excuse themselves from the panel.

Establishment of a Written Plan

Prior to the issuance of the RFP, a written plan for evaluating technical and cost proposals should be established. However, where practical, the evaluation criteria set forth in the RFP can serve as the written plan for the evaluation.

The evaluation criteria as set forth in the RFP shall be the basis for all evaluations. Factors not specified in the RFP shall not be considered.

Conduct of Evaluation

Prior to a formal meeting to discuss the proposals and evaluations, the Contracting Officer shall provide each evaluator with a copy of each qualified proposal, a rating sheet and a nondisclosure certificate, which must be executed by the panel member and returned to the Chairperson. The rating sheet will list each evaluation criterion and the weights assigned to it, as reflected in the RFP. The rating sheets should require the evaluator to assign both an adjectival rating for each evaluation criterion and a narrative justification to support the ratings given.

The evaluation committee will then meet to discuss the proposals. Initially the proposals should be compared on an individual basis, separately, against the requirements stated in the RFP, not analyzed in comparison with each other. During the evaluation, the committee members should only evaluate the content of the proposals; personal knowledge that is not based on the proposer's written submission, except for relevant past performance information, should not be part of the initial technical evaluation.

The evaluation committee members will perform the following functions: 1) review all of the proposals using as the standard the evaluation criteria as set forth in the RFP; 2) meet to discuss the evaluations, the ratings of each evaluator and the reasons for such ratings; and 3) complete the ratings sheet including both an adjectival and narrative justifications for each proposal submitted.

The chairperson is responsible for collecting the individual rating sheets from each committee member, preparing a summary rating sheet which reflects an overall adjectival rating for each rating criterion, and preparing a formal written report to the Contracting Officer regarding the evaluation committee meeting and discussions (such as the minutes from the evaluation committee meeting). This written report shall rank the proposers and shall describe how the scores were determined. The chairperson shall then forward the individual rating sheets, the summary rating sheet and the written narrative report to the Contracting Officer.

Negotiations

If necessary, negotiations will be conducted with all proposers in the competitive range. The extent of involvement of committee members in these negotiations will be determined by the Contracting Officer. These negotiations will be conducted in accordance with applicable agency policies/procedures.

Disclosure of Information

The evaluators shall not disclose any information included in any of the proposals (such as the names and number of proposers or rating scores) to anyone during the solicitation and evaluation period. Proposers submit proposals in confidence and expect their proposals and proprietary information contained therein to be protected from disclosure to other proposers or individuals. At the appropriate time, the Contracting Officer and/or his designee shall discuss information regarding the solicitation and award.

**APPENDIX 8. CERTIFICATION OF NONDISCLOSURE
(FOR USE IN COMPETITIVE PROPOSALS METHOD OF PROCUREMENT)**

As a condition of serving as an evaluator of offers under _____ [*insert solicitation number or other identification, e.g., task order number*], I hereby certify that I will:

- (1) Use the information¹ provided to me for the intended evaluation purposes only and will not disclose this information to any individual outside of the evaluation panel, including my supervisor or manager, without the express authorization of the evaluation panel chairperson or the Contracting Officer;
- (2) Not solicit or accept any information other than that provided to me by the evaluation panel chairperson or the Contracting Officer;
- (3) Report to the evaluation panel chairperson or the Contracting Officer any attempt by other parties to obtain from or provide to me any information described in this certification;
- (4) Honor any authorized restrictive legends placed on the information by prospective contractors or subcontractors or by the PHA and apply them to any reproductions or abstracts I may make or order to be made; and,
- (5) Return all copies of the information whether originally provided to me by the HA or made or ordered by me in the course of my evaluation, and any abstract thereof, to the evaluation panel chairperson.

I understand that my unauthorized release of information may result in the termination of my participation in this procurement and/or administrative, civil and criminal penalties. I also understand that this certification will be made part of the source selection record and the official contract file and does not relieve me of the responsibility for any other disclosure or certification required by law, regulation or other directive.

Typed or Printed Name

Signature

Date

1 Information includes but is not limited to the acquisition strategy, acquisition timeline, source selection criteria, evaluation plan, identity and number of offers, contents of offers, evaluation results and other documentation resulting from the evaluation process.

**APPENDIX 9. CHECKLIST FOR
DETERMINATION OF CONTRACTOR RESPONSIBILITY**

Public Housing Agency Name: _____

Solicitation Number: _____

Contractor Name and Address: _____

Circle all applicable statements:

1. A review of the GSA and HUD websites data dated _____ has been conducted and the contractor does/ does not appear as suspended, debarred or operating under a LDP.

2. The Contractor has/ has not performed satisfactorily on other contract(s) awarded by this PHA.

3. A survey of other agencies and companies doing business with the contractor was performed. Adverse/ no adverse information has been received that would bring the contractor's present responsibility and technical capability into question. List the agencies/companies contacted, dated contacted and person providing information.

4. A review of the Contractor's financial and technical resources indicates/ does not indicate that it is capable of performing the contract. List documentation reviewed.

5. State/local government agencies were contacted, and the contractor does/ does not have a record of any outstanding code violations, improper business practices, or similar history of non-compliance with public policy. List agencies contacted.
6. Other pertinent information received does/ does not affect the Contractor's responsibility. List parties contacted and results of contact (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, other credit agencies).

In accordance with **24 CFR 85.36 (b)(8)**, the contractor is considered to be responsible/ non-responsible and possesses/ does not possess the ability to successfully perform under the terms and conditions of this contract.

 Name
 Contracting Officer

 Signature

 Date

APPENDIX 10. LEGAL SERVICES ENGAGEMENT LETTER

The United States Department of HUD urges inclusion of the following provisions into all legal services contracts executed and/or administered by PHAs, unless no federally provided funds will be used to administer the contract.

ADDENDUM TO ENGAGEMENT AGREEMENT

1. The [name of PHA] and [name of legal service individual or firm] Legal Service Personnel (LSP) engaged to provide professional legal services to the PHA in connection with [briefly and precisely describe the nature, scope and limits of the legal services to be provided by the LSP] agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires PHAs to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See **24 CFR 85.42(e)(1)**.
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to **24 CFR Part 24**.

6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: [Enter date]

[Enter name of PHA Exec. Dir.]

[Enter name of LSP key partner]

APPENDIX 11. GUIDELINES FOR CONDUCTING COST ANALYSIS

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

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

The following lists the basic steps in conducting a cost analysis (please refer to chapter 10 for more when a cost analysis is required):

A. Verify cost and price information, including:

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

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

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

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

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

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

The major categories of costs are:

A. Direct Costs, which include:

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

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

B. Indirect Costs, which includes:

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

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

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

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

APPENDIX 12. NOTICE TO PROCEED

PHA NAME: _____

DATE: _____

To: Contractor name and address

Re: Contract Number

Project name/description

A. NOTICE TO PROCEED

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

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

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

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

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

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

Sincerely,

Contracting Officer

cc: Contract File

Other PHA Files

APPENDIX 13. CONTRACT MODIFICATION

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

This Change Order Is Issued Pursuant To:

(Cite Contract Clause) _____

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

This Supplemental Agreement Is Entered Into Pursuant

To:

(Cite Contract Clause Or Mutual Agreement Of The Parties)

Other (Specify Type Of Modification And Authority):

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

—

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

7. Name And Title Of Signer: _____

Date: _____

8. Name And Title Of Contracting Officer: _____

Date: _____

**APPENDIX 14. INTERGOVERNMENTAL AGREEMENT
FOR SUPPLEMENTAL COMMUNITY POLICING SERVICES**

A. General

This Agreement, between the Little Rock Housing Authority (LRHA) and the Little Rock Police Department, is for the purpose of providing supplemental community policing services at Turner Towers, a 150-unit family property owned and managed by the LRHA. This Agreement is made pursuant to the authority in **24 CFR 85.36** [and any other applicable law or regulation].

B. Services

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. This agreement does not affect the normal, baseline services provided to the LRHA through its Cooperation Agreement with the City of Little Rock.
2. This community policing program will consist of the assignment of (the equivalent of) one full-time police officer to Turner Towers.
3. To the extent practical, the hours of the community policing program will be from 11:00 a.m. to 7:00 p.m., Monday-Friday. However, the days and times may change based on the needs of the property, as authorized by the Housing Manager.
4. To the extent possible, and to allow for continuity, the GPD will try to maintain regularity in the personnel assigned to this program.
5. The primary emphasis of the program will be on crime prevention and youth intervention.

C. Compensation

For the services rendered, the LRHA will compensate the GFD an amount equal to \$49,400 annually. This amount covers all costs associated with the assignment of the equivalent of one full-time officer. It includes, for example, the cost of the officer's vehicle.

D. Invoicing and Payment

The GPD shall invoice the LRHA monthly. The invoice should include a listing of the hours worked, by personnel, and along with a summary of monthly activities. Invoices should be sent to:

Housing Manager
Turner Towers
999 Taylor Place
Little Rock, USA 56789

The LRHA will process invoices within two weeks of receipt.

E. Term

The parties may bilaterally modify this Agreement in writing at anytime.

This agreement shall be in effect for one year, from _____ (date) until _____ (date).

Either party may withdraw from this Agreement at any time upon written notice to the other party with 30 days notice.

IN WITNESS WHEREOF, the parties to this Memorandum have caused their names to be affixed hereto by their proper officers this _____ day of _____ 20____.

Little Rock Housing Authority

By _____

City of Little Rock Police Department

Attest: _____

By: _____

APPENDIX 15. DISADVANTAGED BUSINESS ENTERPRISE RESOURCE LIST

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

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

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

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

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

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

- **Native American Business Development Centers**

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

- To view a list of over 800 Trade Associations and similar organizations, visit the HUD OSDBU website at: www.HUD.gov/offices/OSDBU
- To locate local SBA District/Field offices, SBDC and other resources, visit SBA's website at: www.SBA.gov/regions/states.html
- To locate local MBDA regional offices, MBDCs and other resources, visit MBDA's website at: www.MBDA.gov
- The SBA, DOD, the Office of Management & Budget and GSA created an integrated database of small businesses called Central Contractor Registration (CCR). CCR can provide you with listings of small businesses that offer the products and services that you procure. Visit www.ccr.gov
- To facilitate searches for small businesses in particular industries, refer to the North American Industry Classification System (NAICS). Visit the website at: <http://naics.com>

- To assist you in advertising your contracting opportunities, include your upcoming contracting requirements in MBDA’s “Opportunity Database” called Phoenix. Phoenix matches MBE’s with contracts and other business opportunities via e-mail at: www.MBDA.gov

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