

Chapter 1 GENERAL PROVISIONS

Section 1. Authority. These State ~~Purchasing~~ Rules are promulgated by the ~~Division of Purchasing and Property Control-DAFC~~, State of Wyoming, also hereinafter referred to as the Division in accordance with W.S. 9-2-1016, ~~9-3-104~~, 16-6-111, 16-6-201 through 16-6-206, 16-6-116, 16-6-117, 16-6-401, through 16-6-403, 27-4-413; and ~~supersede~~ and take precedence over any other ~~purchasing rules~~ promulgated by any state agency of the Executive Branch of government, except hereinafter provided by Section 2 Chapter 1.

Authority. These State Procurement Rules are promulgated by the Department of Administration and Information, General Services Division, Procurement Section, State of Wyoming, also hereinafter referred to as the Division in accordance with W.S. 9-2-1016, 16-6-111, 16-6-201 through 16-6-206, 16-6-116, 16-6-117, 16-6-401 through 16-6-403, 27-4-413; and supersede and take precedence over any other purchasing rules promulgated by any state agency of the Executive Branch of government, except hereinafter provided by Section 2 Chapter 1.

Section 2. Coverage. These ~~Purchasing~~ Rules shall apply to all agencies, offices, boards and departments in the Executive Branch of government except those noted in W. S. 9-2-1016(b).

Coverage. These Procurement Rules shall apply to all agencies, offices, boards and departments in the Executive Branch of government except those noted in W. S. 9-2-1016(b).

Section 3. Interpretation. The Division shall be solely responsible for providing official interpretations of these rules in case of apparent internal conflicts between rules; when questions arise regarding the application of these rules to specific situations, procedures or policies; or upon the request of an agency head.

Section 4. Enforcement.

(a) The Division shall ensure that these rules are enforced, and that the provisions of these rules are applied uniformly and fairly throughout the Executive Branch.

(b) Agency Responsibility

(i) Agency heads are responsible for the application of these rules within their agency, and shall ensure that all agency employees comply with the provisions of these rules. Agency heads are responsible for the

actions of agency management employees, when they are acting on purchasing matters or on behalf of the agency head.

(ii) Agency heads shall ensure that, as necessary, employees of the agency are knowledgeable of pertinent provisions of these rules, when such knowledge is required for proper execution of their duties.

Section 5. Purchasing Policies. The Division may, as necessary, issue written policy statements relating to the interpretation or application of these rules, procedures for the administration of purchasing functions and to other matters which it may consider necessary for proper purchasing procedure. Agency heads shall ensure dissemination of, and compliance with, such policy statements.

Section 6. Responsibility for Agency Functions. Agency heads shall ensure that the following functions are performed in their agency.

(a) The establishment and maintenance of internal procedures for administration of purchasing functions.

(b) The establishment and maintenance of purchasing records and files.

(c) If warranted by the size of the agency, the designation of a contact position for ~~purhases of~~ communication with the Division.

(c) If warranted by the size of the agency, the designation of a contact position for communication with the Division regarding purchasing.

(d) As necessary, the issuance of internal agency policies relating to procedures, lines of communication, authority to act in purchasing matters, work unit regulations and other purchasing policy matters not in conflict with the purchasing rules and State purchasing policies.

Section 7. Savings Clause. If any provisions of these rules or its application to any person or circumstance is held invalid or in conflict with any other provision of these rules, the invalidity shall not affect other provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these rules are severable.

Chapter 2 LIMITATIONS ON PROCUREMENT

~~Section 1. Procurement up to \$500.00 (Total to Pay). Agencies obtain supplies, materials or services when needed immediately up to a total expenditure of \$500.00. This is an authorized expenditure by issuing a Voucher (WUAS 101). Or field Purchase Order (DAFC 60) to cover expenditure or by processing regular Requisition (WUAS 110). Purchase Order Voucher (WUAS 100) issued by the Division from Requisition (WUAS 110). Exceptions to this policy are when items to be purchased are for merchandise that are: on contracts or are for equipment that must inventoried, subscriptions, membership fees, moving expenses or GSA purchases. In these exceptions a requisition, voucher or purchase order must be sent through the Division even though the amount is less than \$500.00.~~

Procurement Policies. Agencies shall obtain supplies, materials and services in accordance with state statutes and the requirements outlined in the Purchasing Procedures Manual. This Manual shows the current procurement dollar thresholds and the corresponding requirements for each level. A printed version of the Manual is available from the Procurement Section. The Manual is also available at the A&I website: <http://ai.state.wy.us>.

~~Section 2. Procurement \$501.00 to \$1500.00 (Total to Pay). Expenditures for \$501.00 to \$1500.00 are authorized from approved Requisition (WUAS 110). Informal telephone or verbal quotations may be solicited by Agencies, documented and sent to the Division. Documentation includes listing the name of the vendor, the quoted price and the item name including brand, model, etc., on a sheet of paper. Include also the names of three vendors whenever possible. Attach list to Requisition, (WUAS 110) when forwarding request. After review, Purchase Order Voucher (WUAS 110) is issued by the Division. Informal written quotations may be solicited from vendors by Agencies or by the Division if the Agency so desires. Request for Quotation (DAFC 154) form (available through the State Supply System Warehouse) may be used by Agencies when soliciting their own quotes, and forwarded with the Requisition (WUAS 110) to the Division for review and approval. The Division reserves the right to competitively bid any expenditure from \$501.00 to \$1500.00 if it feels that better prices may be obtained by doing so.~~

Emergency Purchases. It is realized that there will be emergency purchases and other exceptions that the procurement policies and procedures do not cover. Emergencies or exceptions must be verbally authorized by the administrator prior to an agency making any commitment to vendors. As follow-up, the agency must write a letter, reiterating the situation, and forward it to Procurement.

~~Section 3. — Procurement \$1501.00 and Up (Total to Pay).~~

~~(a) — The basic method for procuring supplies, materials, equipment and services for use by the State of Wyoming is by competitive sealed bidding, in order to secure acceptable products at the lowest possible cost to the taxpayers of the State. Competitive and noncompetitive negotiations are also used when the use of competitive sealed bidding is inappropriate.~~

~~(b) — The purpose of this rule is to encourage maximum open competition in the purchasing program for the State of Wyoming and at the same time assure all agencies of quality supplies, materials, equipment or services; reasonable delivery and the best possible price.~~

~~(c) — This is an authorized expenditure from approved Requisition (WUAS-110). The law states expenditures in excess of \$1500.00 shall be made by competitive sealed bidding when the configuration or performance specifications and other conditions permit. (W.S. 9-2-1016 (b) (xiv) (A)).~~

~~Whenever the Purchasing Administrator determines in writing that the use of competitive sealed bidding is not feasible or practical, contract for supplies, materials or services may be made by competitive negotiation. (W. S. 9-2-1016 (b) (xiv) (B)). Contracts may be made by noncompetitive negotiation only when competition is not feasible, as determined in writing prior to award by the Purchasing Administrator and as approved by the Governor. (W.S. 9-2-1016 (b) (xiv)(C). Noncompetitive negotiation is normally used only on documented sole source or emergency purchases. Bids or contracts for contractual services, consulting services and special projects and services, for the purchase of hiring professionals, consultants or contracted services in an amount exceeding \$1500.00 requires the approval of the Governor prior to State commitment. (W. S. 9-2-1016 (b) (xiv) (D)).~~

~~(d) — Requisitions (WUAS 110) with complete, accurate specifications on the goods or services required must be forwarded to the Division. Formal bidding, competitive and noncompetitive negotiation will be done by the Division. After procurement procedure is complete, the Division issues Purchase Order Voucher (WUAS-100).~~

~~(e) — Agencies are not allowed to split orders to avoid the monetary limitation on any of the preceding policies.~~

~~Section 4. — Emergency Purchases. It is realized that there will be emergency purchases and other exceptions that the procurement policies do not cover. Emergencies or exceptions must be verbally authorized by the Purchasing Administrator or the Purchasing Program Manager prior to an Agency making any commitment to vendors. As follow up, the Agency must write a letter reiterating the situation and forward it with the Requisition (WUAS-110) to Purchasing. (W.S. 9-2-1016 (b) (vii), the situation and forward it with the Requisition (WUAS-110) to Purchasing. (W.S. 9-2-1016 (b)(vii).~~

~~Contracts exceeding \$1500.00 must be bid competitively or, if not, the Purchasing Administrator must make written findings and, in some cases, the Governor must approve.~~

~~Section 5. Architectural, Engineering and Land Surveying Procurement Services. (W.S. 9-2-1029).~~

~~(a) The Division of Purchasing and Property Control will furnish a questionnaire to encourage firms lawfully engaged in the practice of these professions to submit annually a statement of qualifications or to update statements previously filed with the Division of Purchasing and Property Control. These statements must be filed with the Division of Purchasing and Property Control before a firm can be considered for state projects.~~

~~Statements may be filed for a specific project and be considered for that project only. If the statement is submitted through the Agency, the Agency will submit a copy of the statement to the Division of Purchasing and Property Control to be evaluated before adding to the approved list for that specific project.~~

~~(b) When these professional services are required by an Agency, the Agency will notify all qualified architects, engineers and land surveyors who have submitted the qualifying statements. The Division of Purchasing and Property Control also will give notice, in a newspaper of statement circulation, once a week for four consecutive weeks of the required services and how firms may apply for consideration (W.S. 9-2-1030)~~

~~(c) The selection by the principal representative shall be made from the approved list maintained by the Division of Purchasing and Property Control and shall be in accordance with W.S. 9-2-1031.~~

~~(d) The principal representative before obligating the State shall have the contract reviewed by the Attorney General as to form, execution and compliance with W.S. 9-2-1032. A copy of the approved and signed contract shall be submitted to the Division of Purchasing and Property Control for record in the vendors state contract file and for issuance of a state contract number for payment purposes.~~

Chapter 3
REQUISITIONING GOODS/SERVICES
PREFERENCES

Section 1. ~~Requisitioning Supplies, Materials, Equipment or Services.~~

Applicable Preferences. Preferences shall be determined pursuant to Wyoming State Statute as applicable, subject to amendment, addition or repeal through the legislative process.

(a) ~~— The Requisition (WUAS-110) notifies the Division that an agency desires supplies, materials, equipment or services. The procedure used depends on the amount of the purchase, type of purchase, quantity required and number of shipments necessary.~~

(b) ~~— Agencies desiring supplies, materials, equipment or services, the total expenditure of which exceeds \$500.00, must complete a Requisition (WUAS-110). One copy must be forwarded to the Division.~~

(i) ~~— The Requisition is normally the only document submitted and must provide complete information on the transaction and be approved and signed by the Department head or his authorized representative.~~

(ii) ~~— A detailed description, including information as to length, weight, pattern, color and all other available information, should be given for all commodities. Brand names, makes and models which are shown for standards, must be listed by manufacturer's numbers and are stated as standards of quality only. Equal brands, makes and models may be accepted. The Division determines equal brands, makes and models.~~

Section 2. ~~Requisitioning Automobiles or Trucks.~~

Bidders and Proposers. Every bidder or proposer seeking to secure a contract to provide supplies, services or materials to the State of Wyoming should indicate in the bid or proposal which, if any, preferences are to be applied to the bid or proposal and include any necessary information or documentation to support qualification for the preference.

(a) ~~— The Division processes and secures all bids for all automobile or truck request on a monthly basis from October through April.~~

(b) ~~— Agencies desiring replacement or additional vehicles must submit a Motor Vehicle Requisition (DAFC-10) by the first of each month to Motor Vehicle Management System, 723 West 19th Street, Cheyenne, WY 82002. Requisitions received after the first of the month will be held for processing the following month.~~

~~(i) — The Requisition (DAFC 10) is normally the only document submitted and must provide complete information on the transaction and be approved and signed by the department head or his authorized representative. The specification number and date of vehicle selected from the State of Wyoming Equipment Specification Book must be entered on line three which describes special or optional equipment.~~

~~(ii) — All automobile or truck requests must be approved by Motor Vehicle Management System.~~

~~(iii) — It is imperative that all agencies maintain their copy of the State of Wyoming Equipment Specification Book by adding or deleting specifications as distributed by the Division.~~

~~Section 3. Requisition Printing~~

~~(a) — The Central Duplicating Printing and Reprographics Service Requisition (DAFC 70) notifies Central Duplicating and/or the Division that an agency desires printing and/or reprographics services.~~

~~(b) — Agencies desiring printing and/or reprographics services must complete a Central Duplicating and Reprographics Service Requisition (DAFC 70). The first three copies must be forwarded to Central Duplicating.~~

~~(c) — Exception In order to expedite the processing of printing orders, DAFC 70's for the following printing orders are to be sent directly to the Division for processing:~~

- ~~(i) — Continuous date processing forms~~
- ~~(ii) — Continuous forms~~
- ~~(iii) — One time carbon snapouts~~
- ~~(iv) — Business cards~~
- ~~(v) — Speed letters~~
- ~~(vi) — Any brochure, folder, etc., containing 4 color process~~
- ~~(vii) — Crash printing~~
- ~~(viii) — Pre numbered forms~~
- ~~(ix) — Any perforating requiring other than straight~~
- ~~(x) — Die cutting~~

~~(xi) Envelope orders of 100,000 or more~~

~~(xii) Field Purchase Order Books~~

~~(d) The DAFC-70 must provide complete information on the transaction and be approved and signed by the department head or his authorized representative. If available, a copy of the requested printed material should be attached and forwarded to Central Duplicating.~~

~~(i) Central Duplicating reviews DAFC-70's submitted to them to determine whether to print in house or to procure commercially. If printing is to be done in house, Central Duplicating performs the required service and delivers finished product to the agency.~~

~~(ii) If Central Duplicating determines that DAFC-70 requests should be handled commercially, the DAFC-70 is forwarded to the Division for bidding and subsequent procurement.~~

Chapter 4
PROCUREMENT DOCUMENTS
PROTEST

~~Section 1. Purchase Order Voucher (WUAS 100).—A Purchase Order Voucher (WUAS 110) is authorization to vendor to supply goods or services to the State of Wyoming. The Division issues Purchase Order Voucher (WUAS 100) to vendors subsequent to processing Requisitions (WUAS 110) submitted by the various state agencies. The Purchase Order Voucher (WUAS 100) is the vendor's authorization to deliver goods or services and is his assurance that he will paid. The Division is the only agency authorized to issue Purchase Order Vouchers. Orders issued by an agency to a vendor without processing through Purchasing are not authorized.~~

Protest. Protest of specific procurements conducted by the Wyoming state government may be made by the bidders, proposers or qualified potential bidders or proposers for that product or service for up to 10 (ten) days following the date of notice of intent to award of the contract or purchase order.

(a) Availability. Those proprietors, vendors, or firms submitting a bid or proposal for the specific procurement to be protested may participate in the protest procedure.

(b) Time. Protest shall be made, in writing, within ten calendar days of notice of intent to award the contract or purchase order by the state.

(c) Notification of Protest. A protest must be made in writing to:

State Procurement
Department of Administration and Information
700 West 21st Street
Cheyenne, Wyoming 82002

~~Section 2. Filed Purchase Order~~

~~(a)—The Field Purchase Order (DAFC-60) is the official document and means to procure items locally within prescribed limits. It is a document authorizing the supplier to furnish goods and insures him of payment. To the State it confirms precisely what was obtained and the amount to be paid.~~

~~(b)—Use of the Field Purchase Order (DAFC-60) is to be considered similar to a petty cash fund for use only in obtaining the necessary items for day to day operations and for emergency expenditures within the monetary limitation. The monetary limitation~~

~~is \$500.00 for each purchase transaction. The minimum amount of each order must be at least \$1.00 unless the billing will be for an extended period time (weekly, monthly, etc.) and will exceed the \$1.00 limitation.~~

~~(c) — All purchases must be completely itemized, showing firm name, address invoice numbers, date of purchasing, funding, description, unit price and amount. Each order must be issued at the time of purchase and be signed by an authorized representative.~~

~~(d) — The issuance of a Field Purchase Order to out-of state firms is not encouraged.~~

~~(e) — The purchase of any furniture or equipment (inventory items) is not permitted. Requests of this nature are to be submitted on a Requisition (WUAS 110) to the appropriate agency base and if approved then to the Division.~~

~~(f) — Purchase of contracted items such as merchandise on State contracts or for items for equipment that must be inventoried, subscriptions, membership fees, moving expenses and where federal funds are used is not allowed. Such contracted items are to be ordered on Requisition (WUAS 110) indicating the assigned Purchase Order Contract Number. (W.S. 9-2-1016 (b)(vii)).~~

Notification of Protest by Bidder or Proposer.

(a) — When there is reason to believe that a specific procurement has violated the procurement policy or procedures of the State of Wyoming, protest may be made by following these procedures:

(i) — Notify the Procurement Section, General Services Division, Department of Administration and Information, in writing, that a formal protest is made to a specific procurement.

~~Section 3. Vouchers. The Voucher (WUAS 101) is the means for recording and submitting for payment any obligation incurred by the State for selected items. In accordance with the Wyoming Constitution (Article 16, Section 7), all Vouchers and certified under penalty of perjury. Authorized expenditures by issuing Vouchers (WUAS 101) that may be submitted directly to the State Auditor without prior approval of the Purchasing division include:~~

~~(a) — Salary and wage compensation for State officers and employees~~

~~(b) — Utility Services, Natural Gas, Electricity, Water and Telephone~~

~~(c) — Freight Charges~~

- ~~(d) — Postage~~
- ~~(e) — Expenditures where the total bill is less than \$500.00, including Field Purchase Orders~~
- ~~(f) — Travel Vouchers~~
- ~~(g) — Contract payments~~
- ~~(h) — Assessments, Subpoena/Summons Fees~~
- ~~(i) — Interest payments, Filing/Recording Fees~~
- ~~(j) — Restrictive costs, i.e., Cost Allocation payments, charges by Data Services for processing, state Owned/State Lease rental payments~~
- ~~(k) — Grants and Aid Payments to local governments, private organizations and individuals of grants and benefits of State/Federal Aid distribution of monies earmarked for specific purposes and programs.~~

Action by the State on the Notification of Protest. Upon receipt of a written statement of protest of a procurement, the Procurement Section, General Services Division, Department of Administration and Information will:

- (a) Record the Protest. Make a record of the protest in the procurement file.
- (b) Informal Protest Meeting. On agreement of the parties, schedule and conduct an informal meeting for the purpose of attempting to resolve the protest informally.

~~Section 4. Change Orders. When changes occur on original Purchase Orders, the corrections are made by means of a Change Order (WUAS 106). Requests for changes to original Purchase Orders must be submitted on a Requisition (WUAS 110) to the Division of Purchasing and Property Control for review and approval. Upon approval, a Change Order (WUAS 106) shall be issued by the Division of Purchasing and Property Control. When price changes occur on Purchase Orders that were not competitively bid, a change order is required when the monetary change exceeds ten percent (10%) of the total to pay or \$500.00, whichever is less. The Division of Purchasing and Property Control automatically encumbers all Change Orders amounting to five hundred dollars or greater. If the change Order requires encumbering, a new sequence number will be needed. The sequence number used on the original transaction will not be used for the new change order transaction. It will be the agency's responsibility to process payment under the applicable sequence number.~~

Formal Resolution of Protest. At the conclusion of the informal resolution meeting, the protesters may either consider the protest resolved or request, in writing, a formal protest hearing.

Section 5. Commencement of Action.

(a) Upon written request by the bidder or proposer, the Procurement Section shall commence proceedings to consider the protest. In an order to show cause, the Procurement Section shall notify the bidder or proposer and the state agency making the procurement of the:

(i) Time, place and nature of the hearing.

(ii) The legal authority and jurisdictional basis under which the hearing is to be held.

(iii) The particular procurement rules, policies, or statutes violated by the procurement.

(iv) Alleged violations.

(b) At the hearing, the bidder or proposer or their counsel, may appear and show why the procurement should not proceed.

(c) Any bidder or proposer or qualified potential bidder or proposer may seek to intervene in the bid protest hearing upon written motion. The motion shall state the reasons why intervention is sought, which the hearing officer shall consider in determining whether to grant the intervention.

Section 6. Time and Place of Hearing

(a) The hearing shall be held no less than twenty (20) days after service of the notice of the hearing to the bidder or proposer.

(b) Upon motion and good cause by any party the hearing may be postponed.

(c) Hearing will be conducted in the state's capitol city, Cheyenne, unless upon motion and for good cause another location is found to be preferable.

Section 7. Service and Filing.

(a) The petition or order to show cause shall be served personally or by mail, return receipt requested, addressed to the principal place of business of the bidder or proposer. Service of other documents shall be made to all parties or their counsel as shown by the certificate of service on each document, and service is complete upon mailing.

(b) The original of all documents filed for inclusion in the record shall be filed with the Procurement Section and the date of receipt noted on each. Copies will be promptly forwarded to the hearing officer.

(c) The Procurement Section shall assign each protested case a docket number and keep a docket entry sheet, listing all documents filed in connection with the case and the date of receipt of each.

Section 8. Default. In the event a bidder or proposer fails to appear at the hearing after valid service has been made, the bidder or proposer will be considered in default and the allegations made by the bidder or proposer shall be considered as false and an appropriate order entered.

Section 9. Hearing Officer.

(a) The Procurement Section shall designate or contract with a knowledgeable person to conduct the hearing.

(b) The bidder or proposer may move to disqualify a hearing officer by filing with the Procurement Section a written motion with support affidavits of personal bias. After careful consideration of the evidence presented, the Procurement Section shall rule on the motion.

(c) The hearing officer may withdraw whenever the hearing officer considers himself or herself disqualified because of personal bias or other substantial reason.

Section 10. Authority of Hearing Officer. In accordance with W.S. 16-3-112, hearing officers have authority to:

(a) Administer oaths and affirmations.

(b) Issue subpoenas.

(c) Rule upon offers of proof and receive relevant evidence.

(d) Take or cause depositions to be taken in accordance with the provisions of the Administrative Procedures Act, W.S. 16-3-101 through 115.

- (e) Regulate the course of the hearing.
- (f) Hold conferences for the settlement or simplification of issues.
- (g) Dispose of procedural request or similar matters.
- (h) Make recommended decisions when directed to do so by the Procurement Section.
- (i) Take any action authorized by the Procurement Section, the Administrative Procedures Act, or the Wyoming State rules or statutes.
- (j) Determine whether to grant intervention to any party moving to intervene.

Section 11. Final Decision.

- (a) Upon receiving a recommendation by the hearing officer, the Director of the Department of Administration and Information shall issue a final decision in the protest.
- (b) In the event the Director determines the procurement procedures were violated, the Director may take any reasonable actions within his discretion to remedy the violation, including rescinding the Notice of Intent to Award and reissuing a request for bid or proposal.

Chapter 5

THE PROCUREMENT PROCESS

~~Section 1.—Bidder's Mailing List. A Bidder's Mailing List is a list of qualified vendors catalogued by the commodities or services they supply and is used for the purpose of soliciting competitive bids. The Division maintains a Bidder's Mailing List of those vendors interested in being included in any or all Invitations for Bid solicited by the State. Interested vendors must complete and submit to the Division a Bidder's Mailing List Application for approval and classification under commodity or service. Bidders that continually fail to respond to a bid invitation shall be considered disinterested and removed from the Bidder's Mailing List. (A "No Bid" statement on a returned bid is considered a response to a Bid Invitation). Applications to be reinstated on the Bidder's Mailing List shall be the responsibility of the vendor.~~

~~Section 2.—Specification to be Included in Bid Invitation. Specifications are a concise statement of a set of requirements to be satisfied by a product, material, process or service and must be provided in all Invitations to Bid. Specifications must be submitted in writing to the Division. The specifications are to include all of the requirements of the using agency. They shall describe the function expected when the project is completed or item is obtained. If the award is to be based on anything other than price, specifications should so state. Sufficient time must be allowed by agencies, so that the Division can complete the bidding process, a minimum of forty five (45) days. Sufficient time must also be allowed for delivery by the vendor.~~

~~Section 3.—Advertising a Call for Bids. The purpose of Advertising a Call for Bids is To Secure for the State of Wyoming the benefits from competition and to prevent collusion and fraud in letting contracts. The Division shall call for bids for three (3) successive weeks in three (3) successive issues of an official newspaper for purchases or contracts for supplies, materials, equipment or services, the total of which exceeds \$2,500.00. These advertisements shall be placed in an official newspaper in the county of performance, or if there is no newspaper in the county, in a newspaper within the State of general circulation in such county. The bids shall be opened seven (7) days after the third publication. * (U.S.C. Title 41, Section 5). Agencies submitting Requisitions (WUAS 110) for purchases in excess of \$2,500.00 should also submit a Requisitions (WUAS 110) to cover the required newspaper advertising.~~

~~Section 4.—Bid Bond. Bid Bonds provide the State of Wyoming an assurance of a bidder's interest in supplying specified goods or services and his intent in carrying out the requirements of a bid should it be awarded him. Bids or contracts for construction in excess of \$1,500.00 shall be accompanied by a bond or other form of guarantee satisfactory to the State in the amount equal to ten percent (10%) of the aggregate amount of the bid or contract (W.S. 9-2-1016 (b) (xv)(M). The bid guarantee may be retained by the State as surety throughout the term of the awarded contract provided the amount of the contract is less than \$25,000.00 (W.S.9-2-1016 (b) (xv) (B).~~

~~Any contract exceeding \$25,000.00 in amount shall require a one hundred percent (100%) Performance and Payment Bond (W.S. 9-2-1016 (b) (xv) V).~~

~~Section 5. — Performance Bond. — Performance Bonds provide the State of Wyoming a guarantee that the vendor will execute the contract as specified. Before any contract exceeding \$25,000.00 in amount, for the construction, alteration or repair of any public work or improvement of the State is awarded to any person, the person shall furnish to the State a Performance and Payment Bond executed by a surety company authorized to do business in the State of Wyoming or other form of surety satisfactory to the State, in an amount equal to one hundred percent (100%) of the contract price (W.S. 9-2-1016 (b) (xv) (C)). Following bid award, the successful bidder must within twenty (20) calendar days after notification of award deliver an executed Contractor's Performance and Payment Bond as security for the faithful performance of the contract. The bond may be submitted on standard bonding forms as provided by the bonding agency and shall meet all requirements as to form and execution. Contact bond must be furnished or countersigned by a duly appointed resident agent authorized to do business in the State of Wyoming and must be approved by the Office of the Attorney General.~~

~~Section 6. — Prevailing Wage Statement. — Prevailing wage statements shall be included in all invitations of Bid for construction, reconstruction, improvement, enlargement, alterations or repair of any public improvement fairly estimated to cost twenty five thousand dollars (\$25,000.00) or more. All wages listed in a prevailing wage statement are wages that must be paid. A contractor may pay more than the wages stated, but he may not pay less than those stated. A prevailing wage statement includes wages that are paid generally in the locality where the work is done. The locality means the Judicial District in which the work is being done. The prevailing wage is determined by a semi-annual survey of the Judicial District conducted by the Division. (W.S. 27-4-401 through 27-4-413).~~

~~Additionally, the Division requires all contractors performing state work to keep an accurate record showing the names and occupations of all workmen employed by them and showing also the actual wages paid to each workman, which record shall be open at all reasonable hours to inspection.~~

~~Section 7. — Life Cycle Cost Analysis.~~

~~(a) — The public policy of the State of Wyoming is to insure that energy conservation practices are employed in the design of major publicly owned or leased facilities (W.S. 17-6-402). A life cycle cost analysis assures that energy conservation practices adopted for the design, construction and utilization of such facilities will have a beneficial effect on the overall supply of energy (W.S. 16-6-101).~~

~~(b) — In the design phase of the construction or renovation of any major facility, a life-cycle cost analysis must be prepared. The analysis shall include:~~

~~(i) — The coordination and positioning of a major facility on its physical site;~~

~~(ii) — The amount and type of fenestration employed in a major facility;~~

~~(iii) — The amount of insulation incorporated into the design of a major facility;~~

~~(iv) — The variable occupancy analysis of a major facility.~~

~~(v) — An energy consumption analysis of a major facility.~~

~~(c) — Life cycle costs means the cost of a major facility including its initial cost, the cost of the energy consumed over its economic life and the energy consumption related cost of its operation and maintenance. The analysis must be approved prior to the commencement of actual construction or renovation. A facility design is acceptable if the life cycle cost analysis provides for an efficient energy system(s) based on the economic life of the major facility design whenever possible to meet the requirements of W.S. 16-6-403), the Division does not have the authority to enforce this requirement. This requirement is left to the agency authorized to approve the design phase of the construction or renovation.~~

~~Section 8. — Resource Conservation and Recovery Act (P.L.94-580). — This federal law requires that when the State acts as the procuring agency using Federal funds, purchases must demonstrate consideration for energy efficient/conservation and recycled products. — When submitting requests agencies should identify any requisitions that involve Federal funds. — When the Division is preparing bid requests in which an item or items are expected to exceed \$10,000.00 we will require bidders to certify with their bid the amount of recycled materials (percentage of total, by weight) represented in the article offered. — When making the bid award, consideration will be given to the value of the conserved material. — This requirement is both new and unusual. — We expect that bidders will experience some difficulty determining the amount of recycled materials in their product(s).~~

~~Section 9. — Value Incentive Clause. — The Value Incentive Clause allows contractors the opportunity to submit cost reduction proposals to the State with the effect of reducing costs to the State while receiving of the reduction as an incentive. — The Division includes the Value Incentive Clause in applicable Invitations for Bid. — This clause applies to any cost reduction proposal (hereinafter referred to as a Value Change Proposal or VCP) submitted after contract award, by the Contractor, for the purpose of changing any requirements of this contract. — VCP's may be submitted only by Contractors holding current contracts and only for those items awarded to the Contractor. — VCP's must be formal proposals and must result savings without impairing any required functions and characteristics such as service, life, reliability, economy of operation, level of operational performance, ease of maintenance, standardized features, aesthetics, fire~~

~~protection features, and safety features, presently required by this contract. However, nothing precludes the submittal of VCP's where the Contractor considers that the required functions and characteristics could be combined, reduced, or eliminated, as being non essential or excessive to the satisfactory performance of the work involved. The decision of the State as to the acceptance or rejection of a VCP under this contract shall be final and shall not be subject to "disputes." If a VCP accepted by the State results in net reduction in contract shall price, the Contractor is entitled to share in savings. If the prime Contractor is solely responsible for the VCP, he shall receive 50% and the State 50% of the net reduction in the cost of performance of this contract. The method for payment of instant savings shares shall be accomplished by reducing the contract unit by an amount equal to the State's share of the savings.~~

~~Section 10.— Publication and Posting of Notice of Acceptance and Final Settlement with Contractor. The publication and posting of Notice of Acceptance and Final settlement with the Contractor is to notify all concerned, publicly, that the work has been accepted as complete according to the plans and specifications. Forty days before the final installment of a contract shall be paid, notice shall be published in a newspaper of general circulation, nearest the point where the work site that the work has been accepted and completed according to the plans, specifications and rules of the contract and that the Contractor is entitled to final payment. The notice shall say, and specify an exact date, that upon the forty first(41) day after the first publication the Contract will be paid the final and full amount due under the contract. (W.S. 16-6-116).~~

~~Section 11.— Contractor's Affidavit. The contractor's Affidavit is to insure that payment has been made on all claims, for labor and materials used in the construction of a public structure. In all formal construction contracts entered into by any person or persons with the State, no final payment will be made unless and until the person or persons have filed with the State a sworn statement stating that all claims for material and labor performed under the contract have been paid. (W.W. 16-6-117).~~

~~*Reference to U.S.C. Title 41, Section 5 is made here to comply with regulations only when Federal Funds are used.~~

Chapter 6

PREFERENCES

~~Section 1. — Preference to Wyoming Resident Bidders.~~

~~(a) — The in-state preference applicable to the procurement of materials, supplies, equipment, services, or the erection, construction, alteration, or repair of any public building, or for making any addition thereto, or for any public work or improvement assures that Wyoming resident bidders are afforded an advantage over out-of-state bidders; thus retaining as much of the taxpayer's money within the Wyoming economy as possible. Whenever bids are solicited, award shall be made to the responsible resident making the lowest bid if such bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder and provided that articles bid are not of inferior quality to those offered by competitors outside the state (W.S. 16-6-105) (W.S.16-6-102).~~

~~(b) — The word "resident" means: Any person who shall have been a bona fide resident of the state for one year or more immediately prior to bidding upon the contract; a partnership or association, each member of which shall have been a bona fide resident of the state for one year or more immediately prior to bidding upon the contract; a corporation which has been organized under the laws of the State of Wyoming and has been in existence therein for one year or more immediately prior to bidding upon the contract and which has its principle (principal) office and place of business within the State of Wyoming (W.S. 16-6-101).~~

~~Section 2. — Printing Preference.~~

~~(a) — The in state preference applicable to the procurement of printing assures that Wyoming resident bidders are afforded an advantage over out of state bidders; thus retaining as much of the taxpayer's money within the Wyoming economy as possible. Whenever bids are solicited for printing, award shall be made to the resident making the lowest bid if such bid is not more than ten percent (10%) higher than that of the lowest responsible non-resident bidder. Any resident bidder who desires to be considered for the ten percent (10%) in state preference must agree to perform at least seventy five (75%) of the contract within the State of Wyoming.~~

~~(b) — The word "resident" means: Any person, partnership, corporation or association who shall have been a bona fide resident of the state for one year or more immediately prior to bidding upon the contract; and who shall have an established printing plant in actual operation on the State of Wyoming immediately prior to bidding upon a contract. (W.S. 16-6-301).~~

~~Section 3. — Preference for Wyoming Laborers. The purpose of preference for Wyoming Laborers is to insure that all construction contracts will hire qualified~~

~~Wyoming resident laborers before hiring non-resident laborers. Wyoming laborers shall be used exclusively in all construction contracts. However, non-resident laborers can be used when Wyoming laborers are either not available for employment under this contract or are not qualified to perform the work under this contract. It shall be the duty of the awarded contractor to inform the State Employment Office nearest the construction site of his employment needs. (W.S. 16-6-201 through 16-6-206).~~

Chapter 7

CONTRACTS

~~Section 1.—Contract. A written agreement entered into by a vendor and the State whereby the vendor agrees to supply to the State supplies, materials, labor, equipment, commodities or services under agreed upon conditions and terms.~~

~~Section 2. Types of Contracts. Various types of contracts are:~~

~~(a) — Fixed price contracts~~

~~(i) — Firms fixed price a contract issued on the basis of competitive price that eliminates the risk of price increase throughout the duration of the contract.~~

~~(ii) — Fixed price with escalation this variation may be used for a long term contract when future labor or material costs are uncertain and prevents vendors from including a contingency in their pricing for upward cost adjustments. It must provide for adjustments downward as well upward.~~

~~(iii) — Fixed price with redetermination this variation may be used for contracts when quantities of labor and materials are unknown and uses an estimated price providing the maximum cost that will have to be paid.~~

~~(A) — Open end contract a contract issued to assure a supply of material for some time in the future.~~

~~(B) — Service contracts a contract issued for the purchase of services including, but not limited to, janitorial, consulting, doctors, lawyers, accountants, architects and engineers.~~

~~(C) — Construction contracts a contract issued for work performed, materials, equipment or tools furnished of used and services rendered for construction/renovation of public buildings or structures.~~

~~(D) — Rental/Lease Agreements a contract issued for the purpose of renting or leasing property.~~

~~Section 3. The Contracting Process.~~

~~(a) — Whenever the agency has a need to contract for goods or services and more than one payment will be required to fulfill the agreement, a Purchase Order Contract shall be issued by the Division.~~

~~(b) — The Division shall let for competitive bid all contracts exceeding \$1,500.00. All requests for contract shall be submitted on Requisition (WUAS 110). All requisitions for contracts calling for funds to be expended in the WUAS series 281, 282 and 900 shall be accompanied by a written contract stipulating the requirements. Those not having the contracts attached shall be returned to the agency. The contract shall serve as specifications for the bid.~~

~~(c) — Under no circumstances may a contract exceeding \$1,500.00 be of a confirming nature. Any contract submitted to the Division that has been placed into effect by the agency will be disapproved and it will be the agency's responsibility to dissolve the contract with the contractor. No payment will be authorized to contractors in such instances (W.S.9-2-1(b) — (xiv) (D)).~~

Chapter 8

RESTRICTIONS

~~Section 1. — Membership Fees. All requests for membership must be submitted to the Division on a Requisition (WUAS 110) for Purchase Order (WUAS 100) to be issued. Accompanying the Requisition must be some verification of documentation to be kept on file in the Division. This may be a copy of an invoice, an original invoice or any means that will verify the validity of the membership. Any requisition that comes into the Division without verification will be returned to the agency requesting that verification be supplied. The State will pay only for memberships that are in the name of the agency. Memberships in the name of individuals will not be honored by the State.~~

~~Section 2. — Subscriptions. All requests for subscriptions must be submitted to the Division on a Requisition (WUAS 110) for a Purchase Order Voucher (WUAS 100) to be issued. Accompanying the Requisition must be some verification of documentation to be kept on file in the Division. This may a copy of an invoice, an original invoice or any means that will verify the validity of the subscription. Any Requisition that comes into the Division without verification will be returned to the agency requesting that verification be supplied. The State will pay only for subscriptions that are in the name of the agency. Subscriptions in the name of individuals will not be honored by the State.~~

~~Section 3. — Use or Purchase of Meat. The rules assures that all meat used or purchased for use in any state institution is produced and processed within the United States. All meat used or purchased for use in any state institution shall be produced and processed within the United States. No one shall negotiate, execute or approve any contract for the purchase of meat to be used in any state institution if the meat has been produced or processed outside the United States. (W.S. 9-2-1016).~~

~~Section 4. — Moving Expenses. Agencies requiring an employee to move from one locality to another for permanent duty shall pay the actual expenses of transporting the household goods and effects of such employee (W.S. 9-3-104). Agencies must obtain a minimum of three (3) written, estimates from commercial vendors. The estimates must be attached to the Requisition (WUAS 110) and forwarded to the Division for issuance of a Purchase Order Voucher (WUAS 100)~~

~~Section 5. — Purchases Using Federal Funds. To insure that federal funds are spent in accordance with federal guidelines, agencies expending federal funds are required to process through the Division for bidding, contracting, etc.~~

Chapter 9

PAYMENT

Section 1. — Exemption from Taxes.

(a) — ~~Billing on purchases must not include State or Federal Taxes. The State of Wyoming is Tax Exempt. Direct purchases of materials made by the State of Wyoming are exempt from Wyoming Sales or Use Tax. If tax exemption certificates are required, the Division issues them as requests are received.~~

(b) — Exceptions.

(i) — ~~Gasoline purchases made by the State of Wyoming are subject to State gasoline tax.~~

(ii) — ~~Out-of-State purchases made and picked up (out of state) by the State of Wyoming are subject to the State's tax in which the goods are purchased.~~

(c) — ~~Contractors purchasing and consuming materials, equipment and supplies for their performance of alteration, improvement or repair of real property are subject to the Wyoming Sales or Use Tax. Purchases by contractors of equipment, materials and supplies consumed in contracts with the United States Government, the State of Wyoming, its departments and institutions and the political subdivisions thereof are subject to Wyoming Sales or Use Tax.~~

Section 2. — Encumbrances. — ~~The Division automatically encumbers Purchase Orders amounting to five hundred dollars or greater. Orders of lesser amounts will be encumbered if so requested by the agency. No funds are encumbered on contracts unless specifically requested by the agency.~~

Section 3. — Prompt Payment Discounts. — ~~Prompt Payment Discounts offer the State cost savings for making payment within a specified amount of time. Time in connection with discounts offered are computed from date of delivery or from date correct bill submitted on State of Wyoming Voucher form is received, whichever is later. Cash billing or percentage discounts for payment of invoices in fifteen (15) days or more, or at any time after the fifteenth of the following month, will be considered in evaluating bids. Shorter discount periods will not be considered in evaluating bids.~~

APPENDIX DEFINITIONS

The following definitions are an integral part of these rules and whenever used in these rules or in any purchasing policy statement, memoranda or correspondence these terms shall be understood to have the following meanings:

1. Action. Process to follow to accomplish procedures.
2. Addendum. A supplement denoting a written change to an Invitation for ~~Bids~~, Request for Proposal or Contract.

Addendum. A supplement denoting a written change to an Invitation for Bid, Request for Proposal or Contract.
3. Addition. Used in construction context for any construction addition to any existing public structure.
4. Advertising. The solicitation of competitive sealed bids through advertising. Publication of notice of acceptance.
5. Affidavit. A written statement sworn to before a notary.
6. Agency. The division of government initiating the purchasing process.
7. Agreement. An understanding or arrangement between two or more parties.
8. Alteration. ~~An understanding or arrangement between two or more parties.~~

Alteration. A modification.
9. Amendment. A formal statement of a change.
10. Award. To declare as legally granted.
11. Bank Money Order. An order for the payment of a specified amount of money, issued and payable at a bank.
12. Bid. A competitive price offer made by an intended seller, usually in reply to an invitation for bid. A price offer made at a public auction.
13. Bid Opening. The act of publicly removing bids from bid file, opening the bid envelopes, and making available for public inspection, the bids received.

14. Bidder. Any vendor interested in answering bid invitations for the purpose of supplying the State with the items listed on the bid invitation.

(a) Local Bidder. Bidder residing in the community of any State Agency issuing bid invitations.

(b) In State-Bidder. Bidder residing within the State of Wyoming and whose main offices and principles of the company have been in the State for a least one year.

(c) Out-of-State Bidder. Bidder living outside of the State of Wyoming and whose main offices and principles reside outside the State. Agents in the State for a company whose main offices and principles reside outside of the State DO NOT qualify that company as an ~~instate~~ Bidder.

Out-of-State Bidder. Bidder living outside of the State of Wyoming and whose main offices and principles reside outside the State. Agents in the State for a company whose main offices and principles reside outside of the State DO NOT qualify that company as an in-state Bidder

15. Bond. A bond executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

16. Brand Name Product. A product whose manufacturer is identified on the product, or on the package.

17. Certificate of Deposit. A certificate from a bank stating the named person has a specified sum on deposit.

18. Certified Check. A check drawn on a bank and accepted by it.

19. Commodity. Articles supplied agencies distinguishable from goods or services or a quantity of goods.

Commodity. Articles supplied to agencies distinguishable from goods or services or a quantity of goods.

20. Competitive Bidding. The offer of firm bids by individuals of firms competing for a contract, privilege or right to supply specified services or merchandise.

21. Confirming Order. A purchase order restating the same terms originally placed orally.

22. Conservation. Preservation from loss, waste or harm.

23. Construction. The building of a Public Structure.
24. Consultant. A vendor hired by an agency for the purpose of providing consulting services.
25. Contract. A written agreement entered into ~~by a~~ vendor and the State whereby the vendor agrees to supply to the State supplies, materials, labor, equipment, commodities or services under agreed upon conditions and terms.
- Contract. A written agreement entered into by a vendor and the State whereby the vendor agrees to supply to the State supplies, materials, labor, equipment, commodities or services under agreed upon conditions and terms.
26. Contract Date. The date when a contract is accepted by all parties thereto.
27. Contract Number. A number assigned to Purchase Order-Contracts by the Division for reference of subsequent payments under the contract. The number also serves as a reference for future discussions.
28. Contractor. (1) any one of the parties to a contract; (2) one who contracts to perform work of furnishing materials in accordance with a contract.
29. Cost Plus. The pricing system permitting the seller to charge whatever his costs may be plus a fixed percentage of that cost.
30. Covering Letter. A letter sent with a package, another letter, etc; as an explanation or introduction.
31. Credit Note. The method of righting an overcharge, paying a trading rebate or for meeting value of goods or package returned.
32. ~~DAFC. Department of Administration and Fiscal Control.~~
- A&I. Administration and Information.
33. Delivery Time. A time, agreed upon by the vendor, agency and the Division that the vendor will supply items called for by the Purchase Order or Purchase Order Contract.
34. Discount. Vendor's deduction from the selling price, usually upon some cost reducing condition such as prompt payment.
35. Emergency Order. Purchase of materials or services urgently needed.

36. Economic Life. The projected or anticipated useful life of a major facility as expressed by terms of years.

37. Encumbering. Obligates money for a specific use. Once expenditures are encumbered, they cannot be used for any other purpose.

38. Energy Consumption ~~analysis~~. The evaluation of all energy systems and components by demand and type of energy including the internal energy load imposed on a major facility by its occupants, equipment and components, and the external energy load imposed on a major facility by the climatic conditions of its location.

Energy Consumption Analysis. The evaluation of all energy systems and components by demand and type of energy including the internal energy load imposed on a major facility by its occupants, equipment and components, and the external energy load imposed on a major facility by the climatic conditions of its location.

39. Energy Efficient. Acting or producing effectively with a minimum of waste ~~expense~~

Energy Efficient. Acting or producing effectively with a minimum of waste expense.

40. Energy Systems. All utilities, but not limited to heating, air conditioning, ventilating, lighting and the supplying of domestic hot water.

41. Escalation. The amount of adjustment permitted by an escalator clause.

42. Escalator Clause. A contract clause generally permitting a change upward, or downward, in case certain events transpire.

43. Excise Tax. A tax imposed on the manufacture, sale or consumption of product.

44. Expenditure. The actual spending of funds.

45. Fair Market Value. The value of an item as determined by negotiation between buyers and ~~seller~~s and which value would be acceptable as a basis of a purchase and sale.

Fair Market Value. The value of an item as determined by negotiation between buyers and sellers and which value would be acceptable as a basis of a purchase and sale.

46. Firm Offer. A definite proposal to enter into a sales contract.
47. F.O.B Point. F.O.B. means Free on Board and indicates that during shipment of goods, by the vendor to the agency, the items are shipped free of cost to the agency to the point indicated on the Purchase Order or Purchase Order Contract.
48. Forms. Universally used documents with blanks for the insertion of details or information.
49. Furniture. Movable articles in a room that render it fit for working; the necessary equipment.
50. Goods or Services. Items that are being purchased by a Purchase Order or Purchase Order Contract.
51. Initial Cost. The monies required for the capital construction or renovation of a major facility. Original price paid.
52. Invitation for Bids. Solicitation of prospective suppliers by a purchaser requesting competitive price quotations.
53. Lease. A contract conveying from one person to another real estate or property for a term in quotations.
54. Letter of Intent. See Notice of Award.
55. License. A certificate granting permission to do a specific act or acts.
56. Life Cycle Cost. The cost of a major facility including its initial cost, the cost of the energy consumed over its economic life and the energy consumption related cost of its operation and maintenance.
57. Liquidated Damages. A sum agreed upon between the parties to a ~~contract~~, to be paid as ascertained damages by that ~~party who~~ breaches the contract.
- Liquidated Damages. A sum agreed upon between the parties to a contract, to be paid as ascertained damages by that party who breaches the contract.
58. List Price. The price published in a catalog or other means of publication.
59. Major Facility. Any publicly owned or leased building having twenty-five thousand (25,000) square feet or more of usable floor space.

60. Materials. Items necessary to complete the specifications called for in construction ~~contract~~.

Materials. Items necessary to complete the specifications called for in construction contracts.

61. Merchandise. Various goods purchased as inventory for the Warehouse and used for resale by the Warehouse to various state agencies.

62. Mutual Assent. In every contract each party must agree to the same thing ~~(~~Each must know what the other intends; they must mutually assent to be in agreement.

Mutual Assent. In every contract each party must agree to the same thing. Each must know what the other intends; they must mutually assent to be in agreement

63. Negotiation. Conference with a view of reaching agreement.

64. Net Price. Price after all discounts, rebates, etc. have been allowed.

65. Non-negotiated. Purchase or contract without use of conference to reach an agreement.

66. Notice of Award. A preliminary quasi-contractual arrangement by letter customarily used in circumstances where the items, ~~quantities~~ price and delivery dates are known, but where the principal contract provisions may require additional ~~time~~ ~~consuming~~ negotiations. Used to enter into interim agreements, pending a definitive contract production, or delivery of the supplies materials or services.

Notice of Award. A preliminary quasi-contractual arrangement by letter customarily used in circumstances where the items, quantities, price and delivery dates are known, but where the principal contract provisions may require additional time-consuming negotiations. Used to enter into interim agreements, pending a definitive contract production, or delivery of the supplies materials or services.

67. Notary. A public officer authorized to administer oaths by way of affidavits and depositions; also to attest to deeds and other formal paper in order that such papers may be used as evidence and be qualified for recording.

68. Offer. To bid, to present for approval.

69. Open Competition. Competition among vendors, on an equal basis, for the award ~~on~~ bid invitations.

Open Competition. Competition among vendors, on an equal basis, for the award of bid invitations.

70. Order. An instruction issued to a supplier for goods to be delivered at a price.

71. Partial Payment. The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items or service called for ~~thereunder~~.

Partial Payment. The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items or service called for there under.

72. Penalty Clause. A clause in a contract specifying the sum of money to be paid if the contractor defaults on the terms of his contract particularly in respect to time.

73. Performance Record. Record to indicate a supplier's ability to keep delivery promises and reliability, together with a consistency of quality of the product.

74. Policy. Statements of regulations governing the processes for procurement of supplies, materials, labor, commodities or services for use by State agencies.

75. Prepaid. A term denoting that transportation charges have been or are to be paid at the point of shipment.

76. Prevailing Wage. Wages paid in the locality in which the public works ~~is~~ being performed, to workman engaged in work of a similar character.

Prevailing Wage. Wages paid in the locality in which the public works are being performed, to workman engaged in work of a similar character

77. Price. The amount paid or to be paid for the articles furnished by the seller.

78. Price Adjustment Clause. A clause in a contract allowing for adjustment in price up and/or down in accordance with circumstances arising during the term of the contract due to variances in wages, cost of living, etc.

79. Price Schedule. The list of prices applying to varying quantities or kinds of goods.

80. Procurement Policy. Course of action adopted in the buying of materials and services.

81. Progress Payments. Payments arranged in connection with purchase transactions requiring periodic payment in advance of delivery for certain ~~statical-amounts~~ or for certain percentages of the purchase price.

Progress Payments. Payments arranged in connection with purchase transactions requiring periodic payment in advance of delivery for certain statical amounts or for certain percentages of the purchase price

82. Proprietary Article. An item made and marketed by a person or persons having the exclusive right to manufacture and sell it.

83. Public Structure. Any structure owned by the State of Wyoming.

84. Purchase Order Number. A number issued by the ~~the~~ Division for the purpose of referencing all Purchase Order-Vouchers sent to vendors ~~and~~ authorizing the vendor to supply items ~~and~~ payments to be made to the vendor from the Office of the Auditor.

Purchase Order Number. A number issued by the Division for the purpose of referencing all Purchase Order-Vouchers sent to vendors authorizing the vendor to supply items authorizing payments to be made to the vendor from the Office of the Auditor.

85. Purchasing Technique. The manner or method by which purchases are made.

86. Quality. That which fits a product to a given use.

87. Quantity. Amount or number.

88. Quotation. A sales proposal including price, sales terms, and conditions. A price statement as an offer. A bid.

89. Recycled. To reuse waste material.

90. Renovation. Revision to a major facility which will affect any energy system.

91. Resource Conservation and Recovery Act. A public law requiring the consideration of recycled content in the purchase of goods or materials.

92. Repair. Used in construction context for any repair to any public structure.

93. Request for Proposal. A procurement technique used to obtain pricing in a competitive environment.

94. Requirement. Materials, personnel or services needed for a specified ~~period time~~.

Requirement. Materials, personnel or services needed for a specified period.

95. Requisition. An internal document by which an agency sends to the Division details of materials or services to meet its needs.

96. Responsibility. The governmental unit or vendor whose duty it is to take action to see that procedure processes are accomplished.

97. Sales Tax. Levy upon a vendor's sale by an authorized level of government.

98. Service. The supplier's ability to comply with promised delivery date ~~S—~~ + specifications and technical assistance.

Service. The supplier's ability to comply with promised delivery date specifications and technical assistance

99. Sole Source. See Proprietary Article.

100. Specifications. A statement containing a detailed description or enumeration of particulars, as of the ~~terms of~~ a contract, etc.

Specifications. A statement containing a detailed description or enumeration of particulars, as of the terms of a contract, etc.

101. Standard Contract. Standardized form of terms and conditions of contract.

102. Subcontractor. A person who takes a portion of a contract from the principal contractor.

103. Supplier. Furnisher.

104. Supplies. Items provided to agencies by vendors to aid in accomplishing their daily work activities. Also, supplies are used by contractors to complete construction contracts.

105. Supply. Furnishing or providing of what is needed to sustain an organization.

106. Terms. Requirements established by vendors to the agencies for payments of Purchase Orders and Purchase Contract.

107. Terms of Contract. Stipulations made in contracts.

108. Terms of Payment. The methods of payment under a sales contract.

109. Trade Discount. A reduction from list price predicated upon the position of the buyer in the distribution channel.

110. Trade-In. A piece of merchandise accepted as partial payment for a new purchase.

111. Use Tax. A tax imposed upon the user of goods.

112. Value. Intrinsic ~~worth~~

Value. Intrinsic worth.

113. Value Analysis. The investigation of the performance of a material or a component in terms of its function and its ~~costs~~

Value Analysis. The investigation of the performance of a material or a component in terms of its function and its costs.

114. Value Change Proposal. A formal cost reduction or efficiency proposal submitted by a contractor to the state for approval or disapproval.

115. Value Incentive Clause. A clause used in Invitations for Bid to allow a contractor the opportunity to submit a Value Change Proposal.

116. Vendor. Commercial enterprises that furnish the agencies supplies, labor, materials, equipment, commodities or services.

117. Wage Survey. A semi-annual investigation conducted by the Division to ascertain prevailing wage.

118. Waiver. Dispense with.

119. Warrant. The check issued by the Office of the Auditor to pay debts incurred by the State of Wyoming.

120. ~~WUAS. Wyoming Uniform Accounting System.~~

WOLFS. Wyoming Online Financial System.

Chapter 1

GENERAL PROVISIONS

Section 1. Authority. These State Procurement Rules are promulgated by the Department of Administration and Information, General Services Division, Procurement Section, State of Wyoming, also hereinafter referred to as the Division in accordance with W.S. 9-2-1016, 16-6-111, 16-6-201 through 16-6-206, 16-6-116, 16-6-117, 16-6-401 through 16-6-403, 27-4-413; and supersede and take precedence over any other purchasing rules promulgated by any state agency of the Executive Branch of government, except hereinafter provided by Section 2 Chapter 1.

Section 2. Coverage. These Procurement Rules shall apply to all agencies, offices, boards and departments in the Executive Branch of government except those noted in W. S. 9-2-1016(b).

Section 3. Interpretation. The Division shall be solely responsible for providing official interpretations of these rules in case of apparent internal conflicts between rules; when questions arise regarding the application of these rules to specific situations, procedures or policies; or upon the request of an agency head.

Section 4. Enforcement.

(a) The Division shall ensure that these rules are enforced, and that the provisions of these rules are applied uniformly and fairly throughout the Executive Branch.

(b) Agency Responsibility

(i) Agency heads are responsible for the application of these rules within their agency, and shall ensure that all agency employees comply with the provisions of these rules. Agency heads are responsible for the actions of agency management employees, when they are acting on purchasing matters or on behalf of the agency head.

(ii) Agency heads shall ensure that, as necessary, employees of the agency are knowledgeable of pertinent provisions of these rules, when such knowledge is required for proper execution of their duties.

Section 5. Purchasing Policies. The Division may, as necessary, issue written policy statements relating to the interpretation or application of these rules, procedures for the administration of purchasing functions and to other matters which it may consider necessary for proper purchasing procedure. Agency heads shall ensure dissemination of, and compliance with, such policy statements.

Section 6. Responsibility for Agency Functions. Agency heads shall ensure that the following functions are performed in their agency.

- (a) The establishment and maintenance of internal procedures for administration of purchasing functions.
- (b) The establishment and maintenance of purchasing records and files.
- (c) If warranted by the size of the agency, the designation of a contact position for communication with the Division regarding purchasing.
- (d) As necessary, the issuance of internal agency policies relating to procedures, lines of communication, authority to act in purchasing matters, work unit regulations and other purchasing policy matters not in conflict with the purchasing rules and State purchasing policies.

Section 7. Savings Clause. If any provisions of these rules or its application to any person or circumstance is held invalid or in conflict with any other provision of these rules, the invalidity shall not affect other provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these rules are severable.

Chapter 2

LIMITATIONS ON PROCUREMENT

Section 1. Procurement Policies. Agencies shall obtain supplies, materials and services in accordance with state statutes and the requirements outlined in the Purchasing Procedures Manual. This Manual shows the current procurement dollar thresholds and the corresponding requirements for each level. A printed version of the Manual is available from the Procurement Section. The Manual is also available at the A&I website: <http://ai.state.wy.us>.

Section 2. Emergency Purchases. It is realized that there will be emergency purchases and other exceptions that the procurement policies and procedures do not cover. Emergencies or exceptions must be verbally authorized by the administrator prior to an agency making any commitment to vendors. As follow-up, the agency must write a letter, reiterating the situation, and forward it to Procurement.

Chapter 3

PREFERENCES

Section 1. Applicable Preferences. Preferences shall be determined pursuant to Wyoming State Statute as applicable, subject to amendment, addition or repeal through the legislative process.

Section 2. Bidders and Proposers. Every bidder or proposer seeking to secure a contract to provide supplies, services or materials to the State of Wyoming should indicate in the bid or proposal which, if any, preferences are to be applied to the bid or proposal and include any necessary information or documentation to support qualification for the preference.

Chapter 4

PROTEST

Section 1. Protest. Protest of specific procurements conducted by the Wyoming state government may be made by the bidders, proposers or qualified potential bidders or proposers for that product or service for up to 10 (ten) days following the date of notice of intent to award of the contract or purchase order.

- (a) Availability. Those proprietors, vendors, or firms submitting a bid or proposal for the specific procurement to be protested may participate in the protest procedure.
- (b) Time. Protest shall be made, in writing, within ten calendar days of notice of intent to award the contract or purchase order by the state.
- (c) Notification of Protest. A protest must be made in writing to:

State Procurement
Department of Administration and Information
700 West 21st Street
Cheyenne, Wyoming 82002

Section 2. Notification of Protest by Bidder or Proposer.

- (a) When there is reason to believe that a specific procurement has violated the procurement policy or procedures of the State of Wyoming, protest may be made by following these procedures:
 - (i) Notify the Procurement Section, General Services Division, Department of Administration and Information, in writing, that a formal protest is made to a specific procurement.

Section 3. Action by the State on the Notification of Protest. Upon receipt of a written statement of protest of a procurement, the Procurement Section, General Services Division, Department of Administration and Information will:

- (a) Record the Protest. Make a record of the protest in the procurement file.
- (b) Informal Protest Meeting. On agreement of the parties, schedule and conduct an informal meeting for the purpose of attempting to resolve the protest informally.

Section 4. Formal Resolution of Protest. At the conclusion of the informal resolution meeting, the protesters may either consider the protest resolved or request, in writing, a formal protest hearing.

Section 5. Commencement of Action.

(a) Upon written request by the bidder or proposer, the Procurement Section shall commence proceedings to consider the protest. In an order to show cause, the Procurement Section shall notify the bidder or proposer and the state agency making the procurement of the:

- (i) Time, place and nature of the hearing.
- (ii) The legal authority and jurisdictional basis under which the hearing is to be held.
- (iii) The particular procurement rules, policies, or statutes violated by the procurement.
- (iv) Alleged violations.

(b) At the hearing, the bidder or proposer or their counsel, may appear and show why the procurement should not proceed.

(c) Any bidder or proposer or qualified potential bidder or proposer may seek to intervene in the bid protest hearing upon written motion. The motion shall state the reasons why intervention is sought, which the hearing officer shall consider in determining whether to grant the intervention.

Section 6. Time and Place of Hearing

(a) The hearing shall be held no less than twenty (20) days after service of the notice of the hearing to the bidder or proposer.

(b) Upon motion and good cause by any party the hearing may be postponed.

(c) Hearing will be conducted in the state's capitol city, Cheyenne, unless upon motion and for good cause another location is found to be preferable.

Section 7. Service and Filing.

(a) The petition or order to show cause shall be served personally or by mail, return receipt requested, addressed to the principal place of business of the bidder or proposer. Service of other documents shall be made to all parties or their

counsel as shown by the certificate of service on each document, and service is complete upon mailing.

(b) The original of all documents filed for inclusion in the record shall be filed with the Procurement Section and the date of receipt noted on each. Copies will be promptly forwarded to the hearing officer.

(c) The Procurement Section shall assign each protested case a docket number and keep a docket entry sheet, listing all documents filed in connection with the case and the date of receipt of each.

Section 8. Default. In the event a bidder or proposer fails to appear at the hearing after valid service has been made, the bidder or proposer will be considered in default and the allegations made by the bidder or proposer shall be considered as false and an appropriate order entered.

Section 9. Hearing Officer.

(a) The Procurement Section shall designate or contract with a knowledgeable person to conduct the hearing.

(b) The bidder or proposer may move to disqualify a hearing officer by filing with the Procurement Section a written motion with support affidavits of personal bias. After careful consideration of the evidence presented, the Procurement Section shall rule on the motion.

(c) The hearing officer may withdraw whenever the hearing officer considers himself or herself disqualified because of personal bias or other substantial reason.

Section 10. Authority of Hearing Officer. In accordance with W.S. 16-3-112, hearing officers have authority to:

(a) Administer oaths and affirmations.

(b) Issue subpoenas.

(c) Rule upon offers of proof and receive relevant evidence.

(d) Take or cause depositions to be taken in accordance with the provisions of the Administrative Procedures Act, W.S. 16-3-101 through 115.

(e) Regulate the course of the hearing.

(f) Hold conferences for the settlement or simplification of issues.

- (g) Dispose of procedural request or similar matters.
- (h) Make recommended decisions when directed to do so by the Procurement Section.
- (i) Take any action authorized by the Procurement Section, the Administrative Procedures Act, or the Wyoming State rules or statutes.
- (j) Determine whether to grant intervention to any party moving to intervene.

Section 11. Final Decision.

- (a) Upon receiving a recommendation by the hearing officer, the Director of the Department of Administration and Information shall issue a final decision in the protest.
- (b) In the event the Director determines the procurement procedures were violated, the Director may take any reasonable actions within his discretion to remedy the violation, including rescinding the Notice of Intent to Award and reissuing a request for bid or proposal.

APPENDIX DEFINITIONS

The following definitions are an integral part of these rules and whenever used in these rules or in any purchasing policy statement, memoranda or correspondence these terms shall be understood to have the following meanings:

1. Action. Process to follow to accomplish procedures.
2. Addendum. A supplement denoting a written change to an Invitation for Bid, Request for Proposal or Contract.
3. Addition. Used in construction context for any construction addition to any existing public structure.
4. Advertising. The solicitation of competitive sealed bids through advertising. Publication of notice of acceptance.
5. Affidavit. A written statement sworn to before a notary.
6. Agency. The division of government initiating the purchasing process.
7. Agreement. An understanding or arrangement between two or more parties.
8. Alteration. A modification.
9. Amendment. A formal statement of a change.
10. Award. To declare as legally granted.
11. Bank Money Order. An order for the payment of a specified amount of money, issued and payable at a bank.
12. Bid. A competitive price offer made by an intended seller, usually in reply to an invitation for bid. A price offer made at a public auction.
13. Bid Opening. The act of publicly removing bids from bid file, opening the bid envelopes, and making available for public inspection, the bids received.
14. Bidder. Any vendor interested in answering bid invitations for the purpose of supplying the State with the items listed on the bid invitation.
 - (a) Local Bidder. Bidder residing in the community of any State Agency issuing bid invitations.

(b) In State-Bidder. Bidder residing within the State of Wyoming and whose main offices and principles of the company have been in the State for a least one year.

(c) Out-of-State Bidder. Bidder living outside of the State of Wyoming and whose main offices and principles reside outside the State. Agents in the State for a company whose main offices and principles reside outside of the State DO NOT qualify that company as an in-state Bidder

15. Bond. A bond executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

16. Brand Name Product. A product whose manufacturer is identified on the product, or on the package.

17. Certificate of Deposit. A certificate from a bank stating the named person has a specified sum on deposit.

18. Certified Check. A check drawn on a bank and accepted by it.

19. Commodity. Articles supplied to agencies distinguishable from goods or services or a quantity of goods.

20. Competitive Bidding. The offer of firm bids by individuals of firms competing for a contract, privilege or right to supply specified services or merchandise.

21. Confirming Order. A purchase order restating the same terms originally placed orally.

22. Conservation. Preservation from loss, waste or harm.

23. Construction. The building of a Public Structure.

24. Consultant. A vendor hired by an agency for the purpose of providing consulting services.

25. Contract. A written agreement entered into by a vendor and the State whereby the vendor agrees to supply to the State supplies, materials, labor, equipment, commodities or services under agreed upon conditions and terms

26. Contract Date. The date when a contract is accepted by all parties thereto.
27. Contract Number. A number assigned to Purchase Order-Contracts by the Division for reference of subsequent payments under the contract. The number also serves as a reference for future discussions.
28. Contractor. (1) any one of the parties to a contract; (2) one who contracts to perform work of furnishing materials in accordance with a contract.
29. Cost Plus. The pricing system permitting the seller to charge whatever his costs may be plus a fixed percentage of that cost.
30. Covering Letter. A letter sent with a package, another letter, etc; as an explanation or introduction.
31. Credit Note. The method of righting an overcharge, paying a trading rebate or for meeting value of goods or package returned.
32. A&I. Administration and Information.
33. Delivery Time. A time, agreed upon by the vendor, agency and the Division that the vendor will supply items called for by the Purchase Order or Purchase Order Contract.
34. Discount. Vendor's deduction from the selling price, usually upon some cost reducing condition such as prompt payment.
35. Emergency Order. Purchase of materials or services urgently needed.
36. Economic Life. The projected or anticipated useful life of a major facility as expressed by terms of years.
37. Encumbering. Obligates money for a specific use. Once expenditures are encumbered, they cannot be used for any other purpose.
38. Energy Consumption Analysis. The evaluation of all energy systems and components by demand and type of energy including the internal energy load imposed on a major facility by its occupants, equipment and components, and the external energy load imposed on a major facility by the climatic conditions of its location.
39. Energy Efficient. Acting or producing effectively with a minimum of waste expense.

40. Energy Systems. All utilities, but not limited to heating, air conditioning, ventilating, lighting and the supplying of domestic hot water.
41. Escalation. The amount of adjustment permitted by an escalator clause.
42. Escalator Clause. A contract clause generally permitting a change upward, or downward, in case certain events transpire.
43. Excise Tax. A tax imposed on the manufacture, sale or consumption of product.
44. Expenditure. The actual spending of funds.
45. Fair Market Value. The value of an item as determined by negotiation between buyers and sellers and which value would be acceptable as a basis of a purchase and sale.
46. Firm Offer. A definite proposal to enter into a sales contract.
47. F.O.B Point. F.O.B. means Free on Board and indicates that during shipment of goods, by the vendor to the agency, the items are shipped free of cost to the agency to the point indicated on the Purchase Order or Purchase Order Contract.
48. Forms. Universally used documents with blanks for the insertion of details or information.
49. Furniture. Movable articles in a room that render it fit for working; the necessary equipment.
50. Goods or Services. Items that are being purchased by a Purchase Order or Purchase Order Contract.
51. Initial Cost. The monies required for the capital construction or renovation of a major facility. Original price paid.
52. Invitation for Bids. Solicitation of prospective suppliers by a purchaser requesting competitive price quotations.
53. Lease. A contract conveying from one person to another real estate or property for a term in quotations.
54. Letter of Intent. See Notice of Award.
55. License. A certificate granting permission to do a specific act or acts.

56. Life Cycle Cost. The cost of a major facility including its initial cost, the cost of the energy consumed over its economic life and the energy consumption related cost of its operation and maintenance.

57. Liquidated Damages. A sum agreed upon between the parties to a contract, to be paid as ascertained damages by that party who breaches the contract.

58. List Price. The price published in a catalog or other means of publication.

59. Major Facility. Any publicly owned or leased building having twenty-five thousand (25,000) square feet or more of usable floor space.

60. Materials. Items necessary to complete the specifications called for in construction contracts.

61. Merchandise. Various goods purchased as inventory for the Warehouse and used for resale by the Warehouse to various state agencies.

62. Mutual Assent. In every contract each party must agree to the same thing. Each must know what the other intends; they must mutually assent to be in agreement

63. Negotiation. Conference with a view of reaching agreement.

64. Net Price. Price after all discounts, rebates, etc. have been allowed.

65. Non-negotiated. Purchase or contract without use of conference to reach an agreement.

66. Notice of Award. A preliminary quasi-contractual arrangement by letter customarily used in circumstances where the items, quantities, price and delivery dates are known, but where the principal contract provisions may require additional time-consuming negotiations. Used to enter into interim agreements, pending a definitive contract production, or delivery of the supplies materials or services.

67. Notary. A public officer authorized to administer oaths by way of affidavits and depositions; also to attest to deeds and other formal paper in order that such papers may be used as evidence and be qualified for recording.

68. Offer. To bid, to present for approval.

69. Open Competition. Competition among vendors, on an equal basis, for the award of bid invitations.

70. Order. An instruction issued to a supplier for goods to be delivered at a price.

71. Partial Payment. The payment authorized in a contract upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items or service called for there under.

72. Penalty Clause. A clause in a contract specifying the sum of money to be paid if the contractor defaults on the terms of his contract particularly in respect to time.

73. Performance Record. Record to indicate a supplier's ability to keep delivery promises and reliability, together with a consistency of quality of the product.

74. Policy. Statements of regulations governing the processes for procurement of supplies, materials, labor, commodities or services for use by State agencies.

75. Prepaid. A term denoting that transportation charges have been or are to be paid at the point of shipment.

76. Prevailing Wage. Wages paid in the locality in which the public works are being performed, to workman engaged in work of a similar character

77. Price. The amount paid or to be paid for the articles furnished by the seller.

78. Price Adjustment Clause. A clause in a contract allowing for adjustment in price up and/or down in accordance with circumstances arising during the term of the contract due to variances in wages, cost of living, etc.

79. Price Schedule. The list of prices applying to varying quantities or kinds of goods.

80. Procurement Policy. Course of action adopted in the buying of materials and services.

81. Progress Payments. Payments arranged in connection with purchase transactions requiring periodic payment in advance of delivery for certain statical amounts or for certain percentages of the purchase price

82. Proprietary Article. An item made and marketed by a person or persons having the exclusive right to manufacture and sell it.

83. Public Structure. Any structure owned by the State of Wyoming.

84. Purchase Order Number. A number issued by the Division for the purpose of referencing all Purchase Order-Vouchers sent to vendors authorizing the

vendor to supply items authorizing payments to be made to the vendor from the Office of the Auditor.

85. Purchasing Technique. The manner or method by which purchases are made.
86. Quality. That which fits a product to a given use.
87. Quantity. Amount or number.
88. Quotation. A sales proposal including price, sales terms, and conditions. A price statement as an offer. A bid.
89. Recycled. To reuse waste material.
90. Renovation. Revision to a major facility which will affect any energy system.
91. Resource Conservation and Recovery Act. A public law requiring the consideration of recycled content in the purchase of goods or materials.
92. Repair. Used in construction context for any repair to any public structure.
93. Request for Proposal. A procurement technique used to obtain pricing in a competitive environment.
94. Requirement. Materials, personnel or services needed for a specified period.
95. Requisition. An internal document by which an agency sends to the Division details of materials or services to meet its needs.
96. Responsibility. The governmental unit or vendor whose duty it is to take action to see that procedure processes are accomplished.
97. Sales Tax. Levy upon a vendor's sale by an authorized level of government.
98. Service. The supplier's ability to comply with promised delivery date specifications and technical assistance
99. Sole Source. See Proprietary Article.

100. Specifications. A statement containing a detailed description or enumeration of particulars, as of the terms of a contract, etc.
101. Standard Contract. Standardized form of terms and conditions of contract.
102. Subcontractor. A person who takes a portion of a contract from the principal contractor.
103. Supplier. Furnisher.
104. Supplies. Items provided to agencies by vendors to aid in accomplishing their daily work activities. Also, supplies are used by contractors to complete construction contracts.
105. Supply. Furnishing or providing of what is needed to sustain an organization.
106. Terms. Requirements established by vendors to the agencies for payments of Purchase Orders and Purchase Contract.
107. Terms of Contract. Stipulations made in contracts.
108. Terms of Payment. The methods of payment under a sales contract.
109. Trade Discount. A reduction from list price predicated upon the position of the buyer in the distribution channel.
110. Trade-In. A piece of merchandise accepted as partial payment for a new purchase.
111. Use Tax. A tax imposed upon the user of goods.
112. Value. Intrinsic worth.
113. Value Analysis. The investigation of the performance of a material or a component in terms of its function and its costs.
114. Value Change Proposal. A formal cost reduction or efficiency proposal submitted by a contractor to the state for approval or disapproval.
115. Value Incentive Clause. A clause used in Invitations for Bid to allow a contractor the opportunity to submit a Value Change Proposal.
116. Vendor. Commercial enterprises that furnish the agencies supplies, labor, materials, equipment, commodities or services.

117. Wage Survey. A semi-annual investigation conducted by the Division to ascertain prevailing wage.

118. Waiver. Dispense with.

119. Warrant. The check issued by the Office of the Auditor to pay debts incurred by the State of Wyoming.

120. WOLFS. Wyoming Online Financial System.