

**PROPERTY, PROCUREMENT
& CONTRACTING POLICY**

FOR

THE

**LAC DU FLAMBEAU
CHIPPEWA HOUSING AUTHORITY**

I. GENERAL PROVISIONS

A. INTRODUCTION

The purpose of these policies is to document a Procurement and Property Management system for the Lac du Flambeau Chippewa Housing Authority (CHA). By passage of the Tribal Council, this manual will become part of the Accounting manual and create a management system that ensures physical control procedures for federal, state and Chippewa Housing Authority (CHA) equipment, maintenance, surveillance, optimum use, and disposal of all personal property held by the CHA and its various programs. These policies also define procurement policies and procedures which will ensure compliance with all applicable grant and contract regulations.

B. APPLICABLE LAW

The CHA sets forth the following policy regarding purchasing real property and both tangible and intangible personal property. All purchases of real and personal property on behalf of the CHA shall comport with these requirements. All purchases shall comply with the requirements set forth in 25 C.F.R. § 276.12, "Procurement Standards," OMB Circular A-102 ATTN, 25-CFR § 276.11, 48 CFR §§ 3-4, and 45 CFR § 74 and § 92.

B. DEFINITIONS

1. **Accountable Property:** Refers to all CHA, governmental, or grant funded equipment and related personal property that is being controlled for financial security, protection, and regulatory purposes; this includes capital property, sensitive property, non-capital controllable property, and property on loan from others.
2. **Cannibalize:** Refers to the removal of parts from one item of equipment in order to install them on another item of equipment or to place them in stock.
3. **Capital Assets:** Refers to CHA or grant owned equipment that has a total acquisition cost of \$500 or more and an anticipated service life of one (1) year or longer.
4. **Consumable Goods:** Refers to supplies and other equipment which is utilized within a short period of time and which is consumed in the ordinary course of business, e.g. paper.
5. **Damage:** Refers to a sudden act of destruction not caused by normal wear and tear.

6. **Disposition of Equipment:** Refers to the act of eliminating equipment from inventory due to damage, lack of need, or other reasons. Federal property is subject to various requirements as determined by A-102. Equipment with a current market value below \$5,000 may be disposed of at-will by the grantee. Proceeds of the sale of equipment over \$5,000 must be returned to the funding agency based on a pro-rata share of purchase resources supplied.
7. **Excess Property:** Refers to property under the control of any program which is not required for the discharge of the program's responsibilities.
8. **Grantee:** Refers to the one to whom a grant is made.
9. **Intangible Property:** Refers to property that has no intrinsic and marketable value but is merely representative or the evidence of value, such as certificates of stock, bonds, promissory notes, copyrights, and franchises.
10. **Lost Property:** Refers to property missing as a result of storms, accidents, or other circumstances beyond human control when there is no reason to suspect theft.
11. **Nomenclature:** Refers to the accepted description of property.
12. **Personal Property:** Refers to personal property of any kind except real property. It may be tangible, having a physical existence, or intangible, having no physical existence (i.e. patents, inventions, copyrights).
13. **Physical Inventory:** Refers to the act of conducting a process of verification of property, including capital equipment, by an employee of an organization appointed by a supervisor or manager. This individual shall not be the same individual who is assigned the responsibility of maintaining transaction records affecting the identity, location, or status of the accountable property issued to that organization. This shall ensure separation of duties.
14. **Property:** Refers to an asset that has an expected useful life of more than one year and a value of \$100 or more.
15. **Real Property:** Refers to land including land improvements and structures but excluding movable machinery and equipment.
16. **Salvage:** Refers to property that has been inspected and determined to have some value beyond its basic material content but which is in such condition that it has no reasonable prospect of continued use as originally intended.
17. **Scrap:** Refers to property that has been inspected and determined to have no value beyond its basic material content. See disposition of property also.

18. **Sensitive Property:** Refers to items of property which are considered susceptible to being appropriated for personal use or which can readily be converted to cash.
19. **Surplus Property:** Refers to property that has been declared excess to program needs and becomes eligible for donation or public sale.
20. **Tangible Property:** Refers to property that has physical form and substance and is not intangible. That which may be felt or touched and is necessarily corporeal, although it may be either real or personal.
21. **Unserviceable:** Refers to an item determined to be no longer useful or ready for use. This includes items that are broken beyond reasonable repair, items that are outdated, and items that are physically unsafe.

II. PURCHASING

A. COMPLIANCE

1. All purchases shall commence from the Department for which the goods are purchased. The supply, equipment, and services to be purchased must be within the Department's budget subject to grant or contract budgetary requirements. (For example, grant funded programs may need prior approval from the funding agency to purchase items over \$5,000 including equipment and renovations.) The Department shall select its product and shall consult with the purchasing agent to determine which tribal vendors sell such product(s). The purchasing department shall maintain an extensive list of vendors who service the CHA.
2. The following standards from the Code of Federal Regulations shall apply to all transactions:
 - a) The grantee shall maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by law, rules, or regulations, such standards shall provide penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the grantee's officers, employees, or agents, or by contractors or their agents. 25 CFR § 276.12(b)(1) also 45 CFR §§ 1301.31(a)(3) and 1304.50 (H).
 - b) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a

manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. However, this provision will apply only after the Indian preference requirements prescribed in 25 CFR § 276.13 have been met. See also 25 CFR §276.12(b)(2) and 45 CFR §§ 74 and 92.

B. PROCUREMENT PROCEDURES

1. The grantee shall establish procurement procedures which, at a minimum, provide for the following procedural requirements:
 - a) Any proposed procurement actions reaching a limit of \$25,000 or more must be approved and passed under the general budget by referendum.
 - b) Proposed procurement actions shall be reviewed by the grantee official to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
 - c) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements such description shall not contain features which unduly restrict competition. Brand name or "equal" description may be used as a means to define the performance or other salient requirements of procurement. When so used, the specific features of the named brand to be met by officers should be clearly specified.
 - d) Positive efforts shall be made by the grantee to use small business and minority-owned business sources of supplies and services 45 CFR §§ 74 & 92. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed using grant funds. However, this provision will apply only after the Indian preference requirements prescribed in 25 CFR § 276.13 have been met.
 - e) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, etc.) shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

- f) Formal advertising with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph 5 of this section is necessary to accomplish sound procurement. Where such advertisement bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price, and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all the requirements the bidder must fulfill in order for his bid to be elevated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so.
2. However, procurement of \$10,000 or less need not be so advertised.
3. Procurements may be negotiated if it is impracticable and infeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:
 - a) The public demand will not permit delay incident to advertising.
 - b) The material or service to be procured is available from only one source and the expenditure is expected to exceed \$5,000.
 - c) The total amount involved does not exceed \$10,000.
 - d) The contract is for personal or professional services or for any service to be rendered by a university, college, or other educational institution.
 - e) No acceptable bids have been received after formal advertising.
 - f) The purchases are for highly perishable materials or medical supplies; for material or services where the prices are established by law; for technical items or equipment requiring standardization and interchangeability of parts with existing equipment; for experimental, developmental, or research work; for supplies purchased for authorized resale; and for technical or specialized supplies requiring substantial initial investment for manufacture.
 - g) Otherwise authorized by law, rules, or regulations, notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.
4. Contracting with a program for purchase. Please see Contract procedure in part IV of this policy.

5. Procurement records or files for purchases in amounts over \$10,000 shall provide at least the following pertinent information:
 - a) Justification for the use of negotiation in lieu of advertising; and
 - b) Contractor selection; and
 - c) The basis for the cost or price negotiation.
6. A system for contract administration shall be maintained to assure contractor conforms with terms, conditions, and specifications of the contract or order and to assure adequate and timely follow up of all purchases. 45 CFR §§74 & 92 and 25 CFR § 276.12(b)(3).

C. PURCHASING OF DAY-TO-DAY ITEMS LESS THAN \$10,000

1. The procurement of non-expendable property or contracts shall be made through the purchase order system with appropriate approvals by Program Managers of the Procurement Manager based upon the following:

<u>Range of Purchase Price</u>	<u>Procurement procedures Required.</u>
\$0 – 999	Approval of Program Manager or Procurement Manager.
\$1,000 - \$9,999	Two verbal quotes – documented.
\$10,000 - \$25,000	Minimum of three written quotes.

2. Program Managers and Directors may sign off for purchases consistent with these policies for expenditures that are budgeted.
3. Unbudgeted expenditures exceeding \$10,000 require Executive Board approvals.

D. BIDDING PROCESS FOR ITEMS IN EXCESS OF \$25,000

The CHA shall use a Competitive Bid procedure for all procurement whenever possible to secure professional services and the aggregate cost is either unknown or is estimated to be above \$25,000. The intent is to provide for an advertised competition in order to secure the lowest cost among qualified firms. Competitive Bids are to be implemented in accordance with the following guidelines:

1. A RFP (Request for Proposals) is to be advertised in the local newspaper a minimum of twice. The RFP is to request that interested firms submit qualification statements and allow a minimum of 20 days from the initial posting for receipt.
2. Indian preference procedures as defined in tribal code provision § 13.107 and in accordance with the procedures enumerated in this policy.
3. Proposals must be received from an adequate number of qualified firms to insure and permit reasonable competition consistent with the nature of the procurement.
4. All significant evaluation factors are to be identified in the RFP as well as their relative importance.
5. The CHA shall establish and use mechanisms for technical evaluation for the proposals received, both for oral discussion and final selection of contract award.
6. Award shall be made to the responsible offerer whose proposal will be most advantageous to the CHA. Unsuccessful offerers are to be notified promptly.

E. COMPETITIVE SEALED BID PROCESS

The program will use competitive Sealed Bid procurement procedures whenever possible to secure materials or in the selection of a contractor and when the aggregate cost is either unknown or is estimated to be above \$10,000. The intent is to provide for an advertised competition in order to secure the lowest cost among qualified offerers. Competitive Sealed Bids are to be implemented in accordance with the following criteria:

1. An RFP (Request for Proposals) is to be advertised in the local newspaper a minimum of two times. The RFP is to request interested firms to submit separate sealed bids based on specifications and criteria identified.
2. The program will allow a minimum of 20 days from the initial date posted for receipt and opening of bids. The RFP is to identify the day and time bids will be opened.
3. There shall be a public bid opening on the day and time announced. All firms submitting bids will be allowed attendance during the opening.
4. Indian Preference procedures as defined in § 13.107 LDF Code and in accordance with the Procurement Policies and Procedures shall be adhered to.

5. The CHA shall develop and make available appropriate information to allow for free and open competition among interested firms. At a minimum, this shall include:
 - a) Tribal Terms and Conditions of the proposed project.
 - b) Project specifications, including identification of codes and standards, which will govern the project.
 - c) Bonding requirements the contractor(s) must comply with.
 - d) Identification of applicable evaluation factors.
6. The CHA is to establish and use a standard methodology for their technical evaluation of the proposals submitted.
7. Award shall be made to the lowest responsible and qualified offerer.
8. The CHA reserves the right to reject any and all bids.

F. NONCOMPETITIVE BID PROCESS

1. The CHA may use Noncompetitive Negotiations only when the other three methods of procurement are not feasible. Some examples when Non-competitive Bids may be used are:
 - a) The item is available through only one source.
 - b) An emergency dictates that it is urgent for the procurement to take place immediately and, thus, a competitive bid process is not permitted.
 - c) The Federal grantor agency authorizes a Noncompetitive bid process.
 - d) After a public solicitation, competition is determined to be inadequate and only one qualified provider can be identified.
2. For all Procurement, a fee may be charges in exchange for providing solicitation materials to interested firms. The awarded contract(s) will be in the form of a fixed price, by unit cost, or lump sum amount. Neither cost-plus nor percentage of cost type of awards will be made. In the award of contracts that identify a firm fixed cost-plus reimbursable, the CHA shall

establish a not-to-exceed cost for reimbursable expenses that must be identified.

G. REQUISITIONS FOR PURCHASES

1. Requests for the purchase of equipment or property shall be submitted on a Purchase Requisition. The Purchase Requisition must contain specific information about the item required, the funding source, the estimated price, and justification of need. Department directors or supervisors must sign each Purchase Requisition.
2. Upon verification of the availability of funds, the Requisition shall be reviewed by the Property Manager Office. If the item is available through surplus or excess property, and the property is satisfactory to the requesting department, a Transfer Transaction shall take place and the Purchase Requisition shall be voided.
3. If the item is not available from surplus or excess property, the Requisition will be handled in accordance with the CHA's purchasing policies.

H. LEASING VS. PURCHASING ANALYSIS

1. Before procuring an item, the program or department shall consider whether leasing is a more economical strategy. The program shall consider whether leasing is a cost effective management tool.
2. The following policy considerations shall be evaluated before purchase of items that have a leasing option: budget; changing technology; facilitation of standardization efforts for efficiency ; disposal of the equipment; unacceptable risk of multi-year contract; committing to one vendor; lack of negotiation power; limited contract management skills; and ability or inability to strictly adhere to contract length, terms, and conditions.
3. In the financial evaluation, the appropriate department and/or the CHA shall consider:
 - a) Acquisition cost;
 - b) Asset management costs;
 - c) Technological support costs;
 - d) Disposal Cost; and
 - e) Present Value.
4. The CHA's central accounting office shall perform a Present Value analysis. Present Value refers to the cost of future dollars in today's dollars. A dollar saved for future use is worth less in the present than a dollar that you can use immediately. (For example \$10 right now will allow you to purchase ten notebooks while \$10 saved for five years may only allow you to purchase six

notebooks at that time.) When comparing a Leasing vs. Purchasing Alternative, the future dollars you would expend in a lease or lease-purchase contract must be converted to its present dollars in order to compare the real cost of each option.

III. PROPERTY MANAGEMENT

A. ORGANIZATION AND OBJECTIVES

1. The property manager shall be responsible for the formulation of property management policies and procedures as well as for receiving, interrupting, and disseminating all instructions and regulation pertaining to the management of the property or the CHA.
2. The Property Manager shall also maintain and operate a Property Management System that ensures the systematic control, maintenance, surveillance, optimum utilization, and disposal of all property or materials held by the CHA.
3. This Property Management System shall effectively support all user program requirements with an emphasis on continuous accountability of property from acquisition through final disposal.

B. CONTROL OF PROPERTY

The Property Manager shall maintain records of all major property for the CHA. The Property Manager shall be responsible for distributing a copy of the applicable procurement policies and procedures to all Property Custodians. Property Custodians shall be responsible for the following:

1. Proper storage, maintenance, use, and accountability of property and materials assigned to them;
2. Inventory of property and materials as required by the Property Lead Supervisor; and
3. Reporting to the Property Lead Supervisor when property is transferred, loaned, stolen, damaged, or no longer in use.

C. PROPERTY ACCOUNTABILITY AND UTILIZATION

1. Each CHA department and program shall appoint a Custodian who will be held accountable for property assigned to its specific departments or areas. The Property Custodian is responsible for monitoring and safeguarding all property designated to his or her department.

2. CHA property or property under the custody of the CHA shall only be used for the actual needs or performance of work undertaken by CHA programs or programs under grants or contracts. The use of CHA or government-owned property for the advantage, comfort, convenience, or pleasure of any person for private purpose is strictly prohibited.

D. PROPERTY CUSTODIANS

1. Property Custodians shall be appointed by the supervisor of each CHA department or program.
2. Every department and/or program of the Tribe must furnish the Property Manager with a list of all assigned Property Custodians.
3. Each appointed Property Custodian shall be responsible for the property and equipment assigned to him and for assisting the Property Manager in keeping property records up to date and accurate.
4. Property inventories will be scheduled by the Property Manager as required by current regulations.
5. Excess of unserviceable property shall be closely monitored to ensure its proper use, storage, and accountability.

E. PROPERTY RECORDS

1. Property records shall be maintained in a fire safe Central Filing System within the Property Management Office and the Property Manager shall be responsible for ensuring that property records are accurate and up-to-date.
2. In the property records, the following information should be available:
 - a) Description of Property/Equipment
 - b) Date purchased
 - c) Vendor
 - d) Cost
 - e) Serial Number of I.D. Number of Manufacturer
 - f) Property Record Number
 - g) Funding Source (tribal/federal/state/other).
 - h) Title Information
 - i) Location
 - j) Maintenance Date
 - k) Condition of Last Inventory
 - l) Date of disposition shall be maintained on inventory list for three years after disposition to account for its location.

3. The procurement records shall maintain sufficient detail to document the history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following:
 - a) Rationalization for the method of procurement;
 - b) A description of the funding source (tribal/federal/state/other);
 - c) Notification of verbal price quotations obtained;
 - d) Copies of requests for bids or proposals;
 - e) Copies of bids received;
 - f) Rationalization for the selection of contract type; and
 - g) Contractor selection and/or rejection.

4. The following records shall be maintained by the Property Management Office:
 - a) **Accumulated Property Register:** shall be kept and include a list of all personal property that will be tagged and maintained as items to be inventoried.

 - b) **Inventory Register:** shall record all personal property purchases. The records shall be filed by program (grant, contract, tribal). Its purpose shall be to maintain a permanent record of personal property.

 - c) **Transfer/Loan Forms:** shall be maintained in order to document the transfer of personal property from one program to another. They shall also record the removal of personal property from the premises for official use by a tribal employee.

 - d) **Receipt For Property Form:** shall document the assignment of sensitive property to an individual. The Property Manager will determine which property items will be classified as sensitive.

 - e) **Missing Property Forms:** shall document the status of property that is lost, stole, or destroyed. This form will become part of the permanent property files.

5. Transfers of personal property items and equipment will be recorded and approved by the Department Director and the Property Manager. Transfers will be documented by filling out the Property Transfer/Loan Form which will serve as documentation to transfer a property record from one program file and add it to another program file. Property so transferred will retain its permanent CHA tag number.

F. ADDITIONS TO INVENTORY

1. Property shall be added to the property records files under the following conditions:
 - a) If there has been a purchase;
 - b) If the property has been donated;
 - c) If the property has been transferred from another agency; or
 - d) Under such other conditions warranted by the CHA and Property Manager.

G. IDENTIFYING, TAGGING, AND MARKING OF PROPERTY

1. To provide efficient control, certain items of property and equipment shall be tagged or marked for identification.
2. The Property Manager, with the assistance of appointed Property Custodians, shall be responsible for the following:
 - a) Maintaining surveillance over all property and equipment for which the CHA has sole ownership or custodial responsibility;
 - b) Ensuring that all accountable property included in the Property Management System is appropriately tagged and identified with a Property Control Number;
 - c) Ensuring that adequate information is provided for property accountability records and property control;
 - d) Determining the requirements for, and methods of, marketing the various types and categories of property; and
 - e) Ensuring the establishment of pertinent identification procedures.
3. The Property Manager shall use the following guidelines when tagging personal property:
 - a) All personal property within a unit cost of \$250 or more shall be tagged with a CHA Tag. If the property is purchased with Federal funds or provided by a Federal agency, a Federal Tag will be attached if provided by the funding agency.
 - b) All personal property which is classified as sensitive will be tagged with a CHA Tag regardless of cost.
 - c) Non-sensitive property with a unit cost of less than \$250 shall not be tagged but such property will be included in the property records system.

H. PROPERTY INVENTORIES

1. Physical inventories of all property shall be taken and completed annually on the first day of September.
2. The Property Manager shall monitor all inventory activities.
3. Each Custodian shall be given a listing of all assigned property and shall take the physical inventory of all property within their area regardless of whether the item is charged to them or not.
4. As each item is inventoried, the Custodian shall:
 - a) Check each item to see if the item is on the property list;
 - b) Verify that the information is correct;
 - c) Sign his or her initials to indicate that the information is correct;
 - d) Check to see that any item omitted from the property list is noted on an overage sheet, including a record of the tag number, description and location;
 - e) Check to see that, upon completion of the physical inventory, all papers related to the inventory shall be returned to the Property Manager and results of the inventory are then reported to the CHA;
 - f) Make certain that all items appearing on the property list which are not located will be considered missing, and the Property Manager will determine follow-up action.

I. CONTROL OF SENSITIVE PROPERTY

1. Certain property items are easily appropriated for personal use and/or readily converted to cash. This type of property is specifically defined as Sensitive Property and appropriate procedures must be established for control of these items.
2. Each Property Custodian will take extra precautions to maintain control of Sensitive Property while it is in use, in storage, or assigned to them.
3. Sensitive Property includes, but is not limited to, the following:
 - a) firearms;

- b) binoculars;
- c) tape recorders
- d) laptop computers
- e) portable calculators
- f) portable radios;
- g) projectors and
- h) cameras.

Additional items may be added as deemed necessary by the Property Manager.

4. The Custodian for a department or program shall control Sensitive Property through the following methods;
 - a) Keeping accurate and up-to-date records of the employees who have sensitive items under their control.
 - b) Justifying retention.
 - c) Taking annual inventories.
 - d) Controlling receipt, storage, issuance, use, and return of sensitive items.
 - e) Strictly enforcing employee transfer or termination checkout procedures to ensure the return of all sensitive items.

J. LOST, STOLEN, DAMAGED, OR MISSING PROPERTY

1. The assigned Custodians shall immediately report to the Property Manager any lost, stolen, damaged, or missing property using the Lost/Stolen Property Form.
2. Depending upon the circumstances, an employee charged with the responsibility of the property may or may not be held personally responsible for the missing or damaged property.
3. If an investigation into the matter reveals that the property was lost, stolen, or damaged due to negligence or carelessness, then the employee responsible shall reimburse the CHA for the value of such property.
4. Theft loss by employees or former employees, fault will be prosecuted criminally.

K. UNSERVICEABLE PROPERTY

1. For property or material determined unserviceable by the Custodians, an "Unserviceable" Form will be initiated and forwarded to the Property Manager and the Property Manager shall evaluate the property's condition.
2. If the Property Manager determines that a piece of equipment acquired with federal funds is unserviceable, the following steps will be taken to determine disposition:
 - a) Items of equipment with a current pre-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
 - b) Items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value of proceeds from sale by the awarding agency's share of the equipment.
 - c) In the event the CHA fails to properly dispose of property, the DHHS (?) may take appropriate action to dispose of the equipment or take the excess.
3. If determined economically feasible, unserviceable property or material may be cannibalized. However, this shall be done only with the approval of the Property Manager.

L. EXCESS PROPERTY DECLARATION

1. Property or material that is not in productive use in its present location shall be reported to the Property Manager as excess to the department/program needs.
2. Property Custodians shall report the property excess to the Property Manager and assist in the transfer/disposal of the excess property or material.
3. The Property Manager shall review all property or material reported as excess and circulate a list of excess property to all other department/programs for their possible use.
4. If no need is established, the Property Manager will determine the final disposition of the property or material.
5. Property in excess of CHA needs shall be cleared for final disposal and sold to the highest bidder.

6. All sales will be approved by the designated Executive Director.
7. This process will comply with the disposal provisions set forth in 45 CFR § 92.33 which are enumerated in Part T of this Manual.

M. EXCESS PROPERTY ACQUISITION

1. The Property Manager shall be responsible for establishing procedures to acquire excess government property.
2. All property requests will be screened by the Property Manager to determine availability from Government agencies rather than by direct purchase.
3. The department or program manager shall regularly provide a list of requirements to the Manager to assist in fulfilling these requirements.
4. Periodically, the Property Manager will screen catalogs to determine availability of surplus items from the various government agencies and will notify the department/program managers of material or property that is available.

N. EXCHANGE/SALE OF PROPERTY

1. Upon occasion it will be in the CHA's interest to sell or exchange personal property. The procedures in this section shall be used for any sale or exchange of personal property.
2. If property was purchased with Federal funds or provided by a Federal agency, prior approval for selling or exchanging the property must be received from the agency (note: only below \$5000 for A-102). Property may also be traded in with prior approval, and with the proceeds used for subsequent purchase.
3. Once agency approval has been received, or if the property was acquired with CHA funds, the Property Manager can proceed with the sale or exchange using the following guidelines:
 - a) When selling property, the Property Manager must advertise for bids and sell the property to the highest bidder, as approved by the CHA Board of Commissioners.
 - b) If exchanging property for property of similar value, the Property Manager must obtain the approval of the CHA Board of Directors in order to proceed.

O. CONTROL OF SMALL TOOLS

1. Small tools must be controlled to ensure optimum use. Therefore, each Property Custodian and department/program manager shall be responsible for:
 - a) Monitoring the expenditures for small tools within the control of their department or program personnel;
 - b) Monitoring the use of small tools within the control of their department or program personnel;
 - c) Maintaining small tool inventories, and
 - d) Accounting for the return of small tools from a terminated employee.
2. A Department/Program Manager shall approve each requisition for small tools and assist the Property Manager in administering the control of small tools. The Department/Program Manager will be responsible for keeping an accurate and up-to-date inventory of all small tools within the control of the department or program.
3. Small tools with an acquisition cost of less than \$100 are generally considered to be crib items and are defined as an instrument used by a handy-craftsman or laborer in his or her work.

P. LOANING OR BORROWING OF TRIBAL PROPERTY

1. Under no circumstances shall property be loaned without the prior authorization of the Property Manager for proper action.
2. The Property Manager shall approve/disapprove any requests for the loaning of CHA property to ensure compliance with contractual and CHA or Federal regulatory requirements.
3. Any loan of CHA property shall be in compliance with CHA, Federal and State requirements.

Q. DESTRUCTION OF CHA PROPERTY

1. When necessary, certain items of CHA property shall be destroyed to avoid possible harm or danger to the general public.
2. The Property Manager is the only individual who can authorize destruction of personal property subject to applicable regulations.

3. Records of such destruction will be maintained, and records of the destroyed property will be removed from the Inventory Register.
4. Destruction will be accomplished in the safest and most economical manner possible.

R. MAINTENANCE

1. Maintenance is the process of providing the degree of care necessary to obtain high quality production and to ensure the optimum useful life of property.
2. Maintenance can be divided into the following categories:
 - a) **Routine Repair and Adjustment:** done when convenient or on a scheduled basis, usually accomplished by the user.
 - b) **Preventive Maintenance:** this is the foundation of every successful Maintenance Program. It is the maintenance performed on a regularly scheduled basis to prevent major breakdowns, Preventive Maintenance includes periodic cleaning, servicing, inspection, and replacement of working parts.
 - c) **Emergency Repair:** unscheduled repairs required as a result of equipment failure.
3. Within the maintenance function, Routine Repair and Preventative Maintenance are designed to reduce emergency repairs to a minimum. If properly performed, these maintenance procedures result in direct dollar savings.
4. Vehicle maintenance will be completed in accordance with prescribed procedures contained in the Operator's Record Book.
5. Reports shall be forwarded to the Property Manager for review and retention.
6. Maintenance of all other property shall be coordinated through the Property Manager for assignment to a repairman/serviceman.
7. All drivers of vehicles shall be properly licensed as follows:

- a) To drive a CHA-owned vehicle; the driver must possess a valid State of Wisconsin Operator's License; and/or
- b) To drive a vehicle transporting passengers, the driver must possess a valid Chauffeur's License.
- c) All drivers of vehicles must be covered under the CHA employee driver's insurance policy.

S. WALK-THROUGHS

1. Property Management Inspection Tours, or Walk-throughs, are conducted periodically to promote better property use and to identify property not being fully utilized which should be considered for reassignment, declared as excess, or scheduled for disposal.
2. Walk throughs shall be conducted by the Property Manager and Department/Program Managers at least once per year.
3. Each Department/Program Manager shall be responsible for participation in the tours; however, if this is not possible, the Manager will assign a substitute who has the authority to make decisions on property disposition.
4. The Managers shall conduct walk-throughs of their respective areas at least once every six months, inspecting their employee's work areas to ensure maximum utilization of property or material.
5. Tours will be announced by the Property Management Office, and the Managers shall confirm the scheduled Walk-Through with the Property Manager who will accompany the Property Manager on the tour. Walk-Through records shall contain:
 - a) The date of the tour;
 - b) The tour participants;
 - c) The areas covered; and
 - d) The findings;
 - e) The Property Manager shall make recommendations from the findings and forward them to Management as appropriate;
 - f) After a specified time period, a follow-up will be conducted to ensure implementation of Walk-Through team recommendations.

T. DISPOSITION OF FEDERAL PROPERTY

The Tribe has adopted the following Code provisions regarding the disposal of Federal Property. Pursuant to the concepts of Supremacy of the Laws, this law is in effect regarding disposal of property bought with HHS funds.

1. Disposition of BIA Property

The following provisions shall apply to all unneeded BIA property:

- a) When non-expendable personal property is acquired by a grantee wholly or in part with Bureau funds, title will not be taken by the Bureau except as provided in sub. 5. of this section but shall be vested in the grantee subject to the following restrictions on use and disposition of the property.
- b) The grantee shall retain the property acquired with Bureau funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program, whether or not the program continues to be supported by Bureau funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall use the property in connection with the other Federal Grants it has received in the following order of priority:
 - (a) Non-expendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.
 - (b) All other non-expendable property. The grantee may retain the property for its own use if a fair compensation is made to the Bureau for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Bureau participation in the grant program to the current fair market value of the property.
- d) If the grantee has no need for the property, disposition of the property shall be made as follows:
 - (a) Non-expendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of sub. c)(a), the grantee shall sell the property and reimburse the Bureau an amount which is computed in accordance with sub. d)(b).
 - (b) Non-expendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the Bureau. The Bureau shall determine whether the property can be used to meet the Bureau's requirement. If

no requirement exists within the Bureau, the availability of the property shall be reported to the General Services Administration (GSA) by the Bureau to determine whether a requirement for the property exists in other Federal agencies. The Bureau shall issue instructions to the grantee within 120 days and the following procedures shall govern:

- (a) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.
- (c) If the grantee is instructed to otherwise dispose of the Property, he shall be reimbursed by the Bureau for such costs incurred in its disposition.
- e) If the disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Bureau for an amount which is computed by applying the percentage of Bureau participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 % of the proceeds, whichever is greater, for the grantee's selling and handling expenses.
 - (a) Where the Bureau determines that property with an acquisition cost of \$1,000 or more and financed solely with Bureau funds is unique, different, or costly to replace, it may reserve title to such property, subject to the following provisions:
 - (b) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee. The Bureau shall issue disposition instructions within 120 days after the completion of the need for the property under the grant for which it was acquired. If the Bureau fails to issue disposition instructions within 120 days, the grantee shall apply the standards of sub. b)c)(b), and d)(b).

U. DISPOSITION OF OTHER FEDERAL PROPERTY

The following provision shall apply to all unneeded non-BIA federally owned property:

1. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess parity made available by the Bureau to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the CHA for further use or, if appropriate, for reporting to the General Services Administration for other Federal agency use.
2. When property is no longer needed by the CHA or other Federal agencies, the CHA will report the property to the applicable Federal agency and await disposition instructions from that agency.
 - a) Non-expendable personal property shall never be disposed of without instructions from the applicable federal agency.

IV. CONTRACTING PROCEDURE

A. GENERAL PROVISIONS

1. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed project.
2. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.
3. Contractors are subject to signing and acknowledging receipt of this procedure, the code of conduct, and all appropriate codes and regulations of the CHA.
4. Award of Contracts will be subject to the provisions of 45 CFR parts 74 and 76 and all conditions enumerated in the grant.

B. CONTRACTING

The CHA shall make positive efforts to contract with small businesses, minority-owned firms, and women's business enterprises, whenever possible. The following steps will be taken to further this goal:

1. Use small businesses, minority-owned firms, and women's business enterprises whenever possible;
2. Provide information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and

facilitate participation by small businesses, minority-owned firms, and women's business enterprises;

3. In awarding larger contracts, inquire with the large business of its intent to award subcontracts to small business, minority-owned firms, and women's business enterprises and subsequently require them to outsource to small businesses, minority-owned firms, and women's business enterprises when necessary;
4. Encourage contracting with consortiums, small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually; and
5. Use the services and assistance, of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority owned firms, and women's business enterprises.

C. LEGAL REVIEW

1. All contracts for purchases of goods in excess of \$25,000, for a term of greater than one year, and for purchases of realty shall be reviewed by a licensed attorney.
2. Attorneys providing legal review of the contract shall document such review and subsequent approval by written memorandum.
3. Upon legal review, the contract may then be submitted to the appropriate Executive Official for the appropriate authorization.
4. Upon execution of such contract, five copies will be maintained; copies shall be distributed to the Treasurer, the Secretary, the Department, the Attorney and to the Vendor.
5. Contracts for less than the enumerated provisions may be reviewed subject to the discretion of the Department Administrator with the understanding that all purchase orders are contracts.

D. GENERAL CONDITIONS FOR CONTRACTS

1. **Location:** Unless otherwise specified, the work shall be conducted for the CHA within the exterior boundaries of the Lac du Flambeau Reservation.

2. Drawings and specifications: Bidders are requested to examine the specifications and drawings, if any, to insure all pages and sheets indicated in the index are provided. Any material found to be missing would be supplied upon request. The CHA shall not be responsible for a bid submitted on the basis of an incomplete set of drawings or specifications.

3. Visit to the site and site conditions: Bidders are requested to visit the site and to inform themselves concerning all conditions under which the work is to be implemented. Failure to visit the site will in no way relieve the Contractor from the necessity of furnishing any materials and performing any work that may be required to complete the contract in strict accordance with the true intent and meaning of the drawings and specifications, and without additional cost to the Tribe. Information contained in the specifications or shown on the plot plan and the accompanying drawings as they relate to conditions at the site, are believed to be accurate but such information is furnished for the convenience of the bidders and no guarantee to its accuracy is made or implied.

4. Products specified by trade name or "equal": Wherever a patented, proprietary, or trade name is used in the specifications with the qualifying phrase "or equal" this will not restrict bidders to the manufacturer's product or to the specific brand named. This method is used to indicate the particular type, design, character or quality of the article desired. Products of other manufacturers and other brands will be considered and/or accepted provided they conform to these general requirements.

5. Repair or damages: The Contractor will be held responsible for, and required to make good, any damage caused by workmen in the execution of the contract.

6. Guarantee: All work under the contract shall be guaranteed for one year from date of acceptance. All guarantees embraced in or required by the contract and specifications are subject to the terms of this paragraph. The Contractor, when notified of defective work, must immediately (1) place in satisfactory condition every particular component of the guaranteed work; and (2) make good all damages if an unsatisfactory condition or damage develops within the period stipulated by the guarantee and is due to the use of materials or workmanship which are inferior, defective, or not in accordance with the specifications. The Contractor will also make good any work or materials or equipment disturbed or damaged in fulfilling the requirements of the contract.

7. Correction of Deficiencies/Termination: Contractor shall promptly correct any work of his own or that of his employees or subcontractors found to be defective or not in compliance with the terms of this contract. If Contractor fails to correct any defective work within seven (7) days of being noticed, or persistently fails to carry out the work in accordance with this Contract, the CHA may terminate the Contractor's Contract and correct and/or finish the project by whatever reasonable method the CHA deems expedient. If the cost of completion exceeds the Contract

balance, the Contractor shall pay the difference along with any reasonable Attorneys fees, if necessary, to the CHA. In the event of such termination the CHA shall pay Contractor for any work completed, any proven loss sustained on wages, and related costs incurred through the date of termination. Any notices sent or required in relation to this Contract shall be sent via Certified U.S. Mail to the person signing this Contract at the address listed on this Contract. Notice shall be effective upon mailing.

8. **Contractors and subcontractors:** Unless otherwise specifically stated, the contractor will be free to select subcontractors for the work in all cases; the subcontractors shall be capable of performing in a satisfactory manner all work included in the sub-contract. The Contractor will be responsible for the performance of the subcontractor.
9. **Responsibility of the Contractor:** At their expense the Contractor shall (1) obtain all required licenses and permits; (2) provide competent supervision over the work; (3) take precautions necessary to protect person or protect against injury or damage and assume full responsibility for any injury or damage that may arise by reason of the Contractor's activities, holding harmless the CHA and the U.S.; (4) be responsible for all damage to work performed and materials delivered, including such items furnished by the owner, until completion and final inspection and acceptance; and (5) be responsible for providing workman's compensation as required by law.
10. **Removal of Debris and cleaning of the project site:** Upon completion of the work, the Contractor shall remove all equipment and unused materials provided for the work, remove all dirt and rubbish, put the premises in a neat and clean condition, carefully clean all fixtures installed under the Contract restoring any fixtures which may be damaged or broken, and leave the premises in a broom-clean condition.
11. **Inspection:** The CHA or its authorized representative will make routine inspections. Final inspection will be made when all work required under the Contract is completed. The Contractor shall notify the CHA at least ten (10) days prior to the date on which the work will be ready for final inspection. The CHA will designate a representative to make a final inspection on the date requested but any delay in making the final inspection shall not relieve the Contractor of responsibility for the work nor shall the CHA be held responsible for damages or claims for compensation on account of continuing overhead, or maintenance, or any other cost incurred or occasioned by such delay.
12. **Acceptance of completed project:** When all work or materials required by the drawings and specifications for the project have been performed and furnished, acceptance of that work will be acknowledged by the CHA in writing, and the Contractor will be responsible for the work covered by the Contract. The

Contractor's responsibility will cease except as provided by guarantees when acceptance of the work is provided.

13. **Payment to the Contractor:** Partial payments may be allowed after (1/3) one-third of contracted work has been performed, (1/3) one-third of materials are in place on the project, and after on-site inspection approval. Another partial payment may be allowed at (2/3) two-thirds of completion of project in same manner as (1st) first partial payment. Full payment will be made as soon as practicable after approval of the final inspection and, in no event, more than (30) days after final written acceptance by all applicable authorities of the completed project.
14. **Changes and Changed Conditions:** (1) The CHA may, in writing, order changes in the drawings and specifications within the general scope of the Contract; (2) If changes under (1) above increase or decrease the cost of/or time required for performing the work, the construction contract and purchase order shall be modified prior to effecting such changes and shall be agreed to by both signatories to the construction contract.
15. **Termination for Default-Damages for delay-Time extension:** If the Contractor does not prosecute the work so as to insure completion, or fails to complete the work within the time specified, the CHA may, by written notice to the Contractor, terminate his right to proceed. Thereafter, the CHA may have the work completed and the Contractor shall be liable for resulting excess costs to the CHA. If the CHA does not terminate the Contractor's right to proceed, the Contractor shall continue the work and shall be liable to the CHA for any actual damage occasioned by such delay. All notices pursuant to this process shall be in writing. The industry standards and any applicable codes and regulations will be considered before a finding of default will be made. In cases of default, the CHA shall receive compensation not to exceed the difference between the total contract consideration and the cost to complete the project by another contractor.
16. **Materials & Workmanship:** The work shall be under the general direction and subject to the inspection of the CHA or their duly appointed representative who may require the Contractor to correct deficiencies in workmanship of materials without cost to the CHA.
17. **Sovereign Immunity and Choice of Laws:** No provision will be considered a waiver of the CHA's sovereign immunity without specific resolution of the Tribal Council. All of the Contracts made pursuant to this contract will be subject to the jurisdiction of the Lac du Flambeau Tribal Court and the choice of laws will be the same.

ADVERTISEMENT FOR BIDS

Owner: Chippewa Housing Authority

Address: P.O. Box 187
Lac du Flambeau, WI 54538

Contact: _____

(715) 588-_____

The Chippewa Housing Authority is seeking to identify qualified firms who desire to become involved in a _____ program. A minimum of _____ is to be _____ to the following specifications:

Interested firms should prepare the appropriate documentation adopted by the Chippewa Housing Authority. Copies of these forms and additional information concerning this project can be obtained from the Chippewa Housing Authority, P.O. Box 187, Lac du Flambeau, WI 54538. (715) 588-3348.

The Chippewa Housing Authority will utilize a two-step solicitation to select the Contractor/Contractors who will conduct the work. Step one involves the identification of interested firms. Step two provides for interested firms who have the required qualifications to be invited to meet with tribal representatives, be provided the opportunity to review the specifications of the project, and to inspect each housing unit targeted for rehabilitation.

Sealed bids will be publicly opened on _____, 2003 at _____, at the Chippewa Housing Authority office.

The Chippewa Housing Authority reserves the right to reject any and all bids.

AFFIDAVIT OF NON-COLLUSIVE BIDDING:

State of _____

County of _____

I, _____, being first duly sworn, and under penalty of perjury subscribe and swear:

That I am, or _____ is, the party making the foregoing proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not, in any manner, directly or indirectly, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the _____ of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature: _____

Address: _____

Subscribed and sworn before me

This _____ day of _____, 20____.

SEAL

Notary Public
My commission expires _____.

CONTRACTOR APPLICATION

Name of Firm: _____ Address: _____

Telephone: _____

Contact person: _____ Title: _____

1. How long has the firm been in business? _____

2. What type of work does your firm specialize in? _____

3. How many employees do you employ full-time? _____

4. How many employees do you employ part-time? _____

5. Are you licensed as a general contractor? Yes No

If yes, license number _____

Expiration date: _____

6. Does your firm carry contractor's liability insurance? Yes No

If yes, Amount of Coverage: _____

7. Have you ever worked on a Federally funded Project? Yes No

Explain Details: _____

8. Please Identify last three clients you have completed work for:

A. _____

B. _____

C. _____

9. Please identify two local suppliers from whom you purchase most supplies:

A. _____

B. _____

C. _____

10. Please identify your principal financial institution: _____

Please attach any other information you feel relevant to your firm's capacity to complete the type of project identified in the specification: _____

Signed: _____ Date _____

**CHIPPEWA HOUSING AUTHORITY
PROPERTY MANAGEMENT
TRANSFER/LOAN AGREEMENT FORM**

The Lender, Chippewa Housing Authority _____, hereby
agrees to transfer _____ or lend _____ said

Equipment described below:

Item: _____.

CHA Tag Number: _____.

Serial Number _____ Government Tag Number _____.

From: _____ To: _____

Remarks: _____

To the Borrower _____ for the Borrower's use only.
(Borrower's Name)

Borrower agrees that he/she will assume responsibility for the cost of maintaining said equipment. If the item is lost, stolen, or damaged, the Borrower will also be responsible for the cost at the same value as when the item was received. Borrower will not lend said equipment to any other department or person. Borrower agrees that the period of time on this Agreement shall be for a period for _____ years with a(n) _____ year option to renew.

***NOTE: THIS AGREEMENT WILL EXPIRE UPON
REQUEST OF THE LENDER NAMED ABOVE.***

Dated this _____ day of _____, 20 _____.

(Borrower's Signature)

(Lender's Signature)

(Property Manager)

**CHIPPEWA HOUSING AUTHORITY
PROPERTY MANAGEMENT
PROPERTY TRANSFER/REASSIGNMENT FORM**

ITEM TRANSFERRED: _____

FROM: _____

TO: _____

CHA PROPERTY ID NUMBER: _____

SERIAL NUMBER _____ QUANTITY: _____

ITEM OWNERSHIP/FUNDING SOURCE _____

ITEM DESCRIPTION: _____

ITEM COMPONENTS: _____

ITEM CONDITION: _____

REASON FOR TRANSFER: _____

DATE OF TRANSFER: _____

DATE RECEIVED: _____

TRANSFERRED BY:

(Name)

(Title)

RECEIVED BY:

(Name)

(Title)

AUTHORIZED BY:

**CHIPPEWA HOUSING AUTHORITY
PROPERTY MANAGEMENT
DISPOSAL OF PERSONAL PROPERTY FORM**

DATE: _____

CHA TAG NUMBER _____

FEDERAL TAG NUMBER _____

PROGRAM/DEPARTMENT ASSIGNED TO: _____

CONDITION OF PROPERTY: PROPERTY HAS BEEN: (check one)

SOLD _____ JUNKED _____ DESTROYED _____ USED FOR PARTS _____

IF SOLD: TO WHOM: _____

IF JUNKED OR DESTROYED: DATE: _____

WERE BIDS RECEIVED? YES _____ NO _____

IF NO, EXPLAIN: _____

**CHA PROPERTY MANAGEMENT
LOSS OR THEFT OF PERSONAL PROPERTY FORM**

DATE AND TIME OF LOSS OR THEFT _____

DESCRIPTIONS OF PROPERTY: _____

WERE THE POLICE NOTIFIED? YES _____ NO _____

(IF YES, ATTACH A COPY OF THE POLICE REPORT)

CIRCUMSTANCES/BRIEF NARRATIVE DESCRIBING LOSS OR THEFT:

PROPERTY TAG NUMBER _____

IF SENSITIVE PROPERTY, TO WHOM WAS IT ASSIGNED? _____

WAS PROPERTY CHA OR FEDERAL? _____

RECOMMENDATION OF PROPERTY LEAD SUPERVISOR: _____

RESOLUTION #27(03)

Procurement Policy

WHEREAS, the Chippewa Housing Authority, is a Tribally Designated Housing Entity on behalf of the Lac du Flambeau Band of Lake Superior Chippewa Indians and;

WHEREAS, the Chippewa Housing Authority, and Chippewa Housing Authority Board of Commissioner's have complied with NAHASDA Requirements 24 CFR § 85.36 and;

WHEREAS, the Chippewa Housing Authority Board of Commissioners have reviewed the Procurement Policy;

NOW THEREFORE, be it resolved that the Chippewa Housing Authority Board of Commissioners approves the Procurement Policy to be consistent with NAHASDA Requirements 24 CFR § 85.36.

The purpose of this poll vote is to certify that the Chippewa Housing Authority Board of Commissioners composed of five (5) members, listed below were polled on the 21st day of July 2003 and that the foregoing resolution was duly adopted by poll vote.

	Approve	Disapprove	Signature	Date
Ernestine Rodriguez	_____	_____	_____	_____
Jeaninne Bruguier	_____	_____	_____	_____
Fern St. Germaine	_____	_____	_____	_____
Myron Doud	_____	_____	_____	_____

Verification of the legal Poll Vote:

Desiree Soulier
Chippewa Housing Authority

Date

Executive Assistant

