



JACKSON HOLE AIRPORT BOARD

PROCUREMENT POLICY

AND

CODE OF CONDUCT FOR PROCUREMENT

(Effective June 14, 2021; Amended September 13, 2022)

The following Procurement Policy and Code of Conduct for Procurement was adopted in open meeting by the Jackson Hole Airport Board this 14th day of June 2021, and amended on September 13, 2022.

JACKSON HOLE AIRPORT BOARD

DocuSigned by:
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By: _____
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Bob McLaurin, President

ATTEST

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Rob Wallace, Secretary

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**JACKSON HOLE AIRPORT BOARD
PROCUREMENT POLICY
AND
CODE OF CONDUCT FOR PROCUREMENT
(Revised Effective June 14, 2021)**

1. PURPOSES AND POLICIES.

1.1 General. The purpose of this Procurement Policy and Code of Conduct for Procurement (the “Policy”) is to provide for the fair and equitable treatment of all persons involved in procurement by the Jackson Hole Airport Board (the “Board”), to maximize the purchasing value of Board funds in procuring construction and/or maintenance of any Public Improvement, goods, services, vehicles and Professional Services for the Jackson Hole Airport (the “Airport”), and to provide safeguards for maintaining a procurement system of quality and integrity. It is the policy of the Board that procurements of Public Improvements, good and services be subject to competition as required by law, and otherwise to the extent reasonable under the circumstances.

1.2 Requirement of Good Faith, Segmentation Prohibited. This Policy requires that all parties involved in the negotiation, performance, or administration of Board procurements act in good faith. No procurement shall be divided into smaller units for the sole purpose of avoiding the advertising, bidding or other requirements of this Policy. [Ref: W.S.§15-1-113(q)].

1.3 Application of Policy. This Policy applies only to the acquisition of goods and services; the design, construction, operation, repair, and maintenance of Public Improvement, and the procurement of Professional Services, which are solicited or entered into after the Effective Date. This Policy shall not be applicable to operating agreements or to the leasing, rental, acquisition or disposition of Real Property. Nothing in this Policy shall prevent the Board from also complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement, so long as such requirements are not unlawful. Nothing in this Policy shall prohibit the Board from exercising its discretion to use any type of competitive procurement procedure in instances where a competitive procedure is not required herein.

1.4 Exception for Federal Funds. When any procurement involves the expenditure of federal grant funds, the Board shall follow any mandatory requirements of applicable federal law, as stipulated by the grant or its attachments, rather than this Policy. (Ref: W.S. §16-6-108). However, the Code of Conduct for Procurement contained herein shall apply to all Board procurements regardless of the funding source.

1.5 Effective Date and References. This Policy shall become effective on June 14, 2021, and shall apply to procurements initiated after that date. Statutory references contained herein are to statutes in effect as of the Effective Date. Such references are to such statutes as they now exist, or as they may hereafter be amended, replaced or superseded. If there is any conflict between this Policy and any applicable statute, the applicable statute shall control.

1.6 Definitions and Reference to President. The words defined in Section 10 on this Policy shall have the meanings set forth therein whenever they appear in this Policy, unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular section. Whenever they are used herein, the terms “he”, “she” or “it” shall be interchangeable unless the context demands otherwise. Whenever this Policy requires action by the “President” it shall mean the Board President, in her absence the Board Vice President may act, as authorized by the Board’s Bylaws, and such action shall be considered the action of the President.

1.7 Public Access to Procurement Information. Records related to procurement are public records. To the extent provided in W.S. §16-4-202 they shall be available to the public for inspection and copying.

1.8 Use of Electronic Signatures and Transmission. The use of electronic media, including acceptance of electronic signatures, is authorized consistent with the applicable statutory, regulatory or other guidance for use of such media, and so long as such guidance provides for appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying. The selection and implementation of electronic media, such as an online bidding system, will be determined by the Director in her discretion. [Ref: Uniform Electronic Transactions Act, W.S. §40-21-101 *et seq*]

1.9 Records Retention. Records relating to procurement (except procurement using Federal funds for which Federal requirements shall apply), shall be retained in compliance with Wyoming Statutes §§9-2-401 through 9-2-413. When the Board adopts a Records Retention Policy to implement those requirements, the provisions of such Policy shall control. Until the adoption of such a policy, the following shall apply with respect to the retention of procurement records: (a) Records related to bid, quotes and proposals declined - retain 4 years after completion; (b) Purchase Orders for goods and services - retain 5 years after completion; and (c) Vendor correspondence, catalogs, sales and use taxes - retain 5 years after expiration.

1.10 When to Use Various Types of Procurement. The following is a general guideline on when to use various types of procurement methods. In the event of any conflict, the more specific guidelines set forth elsewhere in this Policy shall control. An Invitation for Bid (“IFB”) or an invitation for informal quotes are typically used when plans and Specifications for construction of a Public Improvement are available, or the type of goods or services to be acquired are known with specificity. Under an IFB or an invitation for informal quotes, award is made to the lowest Responsible and Responsive Bidder. A Request for Proposals (“RFP”) is typically used when the Board knows the result it desires to achieve, but does not have detailed plans or Specifications for a solution, or does not know the type of goods or services necessary to accomplish the desired result. An RFP may or may not request that a price be quoted, and if quoted, price will be only one factor in the selection. A Request for Qualifications (“RFQ”) is typically used when the Board desires to procure Professional Services for a known type of project or service. RFQs do not typically request a price, though billing rates and policies may be requested.

1.11 Requirement for Procurement Contracts. A Contract document (as opposed to a less formal vendor invoice) shall be utilized when (a) the purchase amount is \$35,000 or more

(with the exception of supplies, replacement parts, or other consumables which may be purchased on invoice), or (b) in the judgment of the Director or Assistant Airport Director (i) it is necessary to ensure the vendor has adequate insurance, will indemnify the Board, will warrant its work, will comply with law and/or Board rules, or other relevant factors, and/or (ii) the invoice would impose significant contractual obligations on the Board in addition to the obligation to pay for the goods or services procured.

1.12 Budget Limitation. Whenever this Policy authorizes the Director or any Assistant Airport Director to approve and sign a procurement award and/or contract, such authorization shall be limited to amounts within the Board-approved budget.

1.13 Tabulation of Procurement Results. Regardless of the method of procurement used, the efforts made to solicit bids, quotes or proposals over \$35,000 shall be recorded and the results of the bid, quote or proposal shall be tabulated and retained pursuant to Section 1.9 above.

1.14 Confidentiality of and Communications Regarding Bids and Proposals. All bids and proposal received under any form of procurement shall remain Confidential Information until the appointed time for bid or proposal opening. Once any formal IFB, RFP or RFQ has been issued, any substantive communications from the Board and/or Staff with prospective Bidders and/or proposers shall be by written addenda, or other joint communication to all prospective Bidders and/proposers who are known to the Airport.

1.15 Procurement Actions of Other Entities. In exercising any power or authority vested in it, the Airport Board may cooperate with and assist like entities in Wyoming and other states. [Ref: *Wyoming Joint Powers Act*, W.S. §16-1-101]. Accordingly, where another such entity has engaged in a public procurement process to acquire equipment or supplies which are materially the same as those desired by the Airport, the Airport may utilize (rather than duplicate) that procurement process if (a) the process was recent enough in time and otherwise reflects the current market for the goods to be acquired, (b) the procurement process was well advertised and generated adequate competition, (c) the selected vendor agrees to sell to the Airport at the price and under the same material terms as offered to the other entity, and (d) the Airport finds that procuring the equipment or supplies based on the other entity's procurement process would serve the policies addressed in this Policy. If applicable, Wyoming residential preferences must be applied to such procurement.

2. PROCUREMENT OF GOODS, SERVICES & IMPROVEMENTS.

2.1 Procurement up to \$35,000 (Total to Pay). Goods or services that are expected to be valued below \$35,000 may be purchased or solicited by informal quotes, a competitive informal IFB process, or an informal RFP process.

2.1.1 Procedure. An informal IFB, quote process or RFP process may be used by soliciting quotes/prices (usually three), by written invitation, telephone, email inquiry, or internet search. Where specifications are available and the type of goods or services are known, an informal IFB or quote process shall be used. Where they are not known, Staff may determine that an informal RFP is appropriate. Each bid, quote or RFP shall include purchase terms and due date. RFPs shall include evaluation criteria. At least three bids or proposals shall be solicited (or if not, the reason why this was not possible shall be documented). Formal advertising shall not be required.

2.1.2 Award For Quotes or Informal Bids. Purchases of such goods or services pursuant to informal bids or quotes shall be made to the person whose quote or informal bid is lowest in price, and is determined to be both Responsive and Responsible Bidder. The Director or any Assistant Airport Director may sign an award, contact, invoice, order or quote. No witnesses are required for bid or proposal opening.

2.1.3 Award for Informal RFP. Consideration and weighing of price and all other evaluation factors set forth in the solicitation shall be the determining factors for award. No other factors or criteria shall be used in the evaluation. The Director may approve and sign the award. No witnesses are required for RFP opening.

2.2 Procurements Over \$35,000 (Total to Pay). Goods, services or improvements that are expected to be valued at or over \$35,000 shall be purchased through a competitive formal IFB or RFP process.

2.2.1 Procedure. Staff shall determine if an IFB or RFP is appropriate. Once determined, Staff shall develop the IFB or RFP document. Each IFB or RFP shall include purchase terms, due date, and for goods and equipment, the location at which delivery and transfer of title to the Board shall take place (FOB). RFPs shall include evaluation criteria and whether the responses will be judged by a selection committee.

2.2.2 Advertising. Each IFB or RFP shall provide adequate Public Notice to include advertisement in an official local publication at least twice, at least seven (7) days apart [Ref: W.S. §15-1-113(b)].

2.2.3 Bid Opening. All bids over \$35,000 shall be opened publicly in the presence of one or more witnesses, or shall be video recorded, at the time and place designated in the IFB. The amount of each bid and other relevant information, together

with the name of each Bidder or offeror, shall be recorded. The record of each bid shall be open to public inspection.

2.2.4 Award for Bids. Award for bids shall be made to the lowest Responsible and Responsive Bidder. The file shall contain the basis on which the award is made. Written notice of the award of a Contract to the successful Bidder shall be promptly given to all Bidders. The Director may approve and sign procurements over \$35,000 and less than \$100,000, provided that advance notice is given to the President. The Board must approve and the President must sign procurements over \$100,000. Provided, however, that all contracts for Public Improvements over \$35,000 must be approved by the Board and signed by the President. (*See*, Section 6.1 below)

2.2.5 Award for RFP. Consideration of all the evaluation factors set forth in the RFP (which may include price) shall be the determining factors. No other factors or criteria shall be used in the evaluation. The Director may approve and sign the award if under \$100,000. The Board must approve and the President must sign RFP procurements over \$100,000. No witnesses are required for RFP opening. Provided, however, that all Contracts for Public Improvements must be approved by the Board and signed by the President. (*See*, Section 6.1 below)

2.2.6 Deviation. The President may authorize use of the procurement methods in Section 2.1 above for specific Contracts expected to be valued at or above \$35,000 upon written request by the Director setting forth (a) the method authorized under Section 2.1 proposed to be used, (b) the circumstances warranting the deviation, and (c) containing advice from the Board's attorney that such procurement would not violate any requirement of federal or state law, including without limitation the procurement standards for Public Improvements set forth in Section 6.1 below. Such a deviation is for the procurement method only and all provisions of this Policy related to Board approval and signature authority remain the same.

2.3 Vehicle Purchase. Any new Motor Vehicle shall be purchased through a competitive formal bid and advertised regardless of cost. If there is a Motor Vehicle for trade-in, it shall be included as a part of the advertisement and bid. [Ref: W.S. §15-1-113(a)]

2.3.1 Procedure. Staff identifies the need for the purchase of a new Motor Vehicle, and develop and Invitation for Bid with necessary information, including a vehicle Specifications sheet based on type of vehicle to be purchased.

2.3.2 Notice. Adequate Public Notice is required, to include two (2) advertisements at least seven (7) days apart in an official local publication.

2.3.3 Opening. All Bids shall be opened publicly in the presence of one or more witnesses, or shall be video recorded, at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information, together with the name of each Bidder shall be recorded. The record of each bid shall be open to public inspection.

2.3.4 Award. Award shall be made to the Responsible Bidder whose response conforms to the solicitation and whose bid is determined to be the lowest. The Contract file shall contain the basis on which the award is made. Written notice of the award of a Contract to the successful Bidder shall be promptly given to all respondents. If awarded, the Board must approve and the President must sign any award.

2.4 Public Printing Contracts. Whenever a Contract is let by the Board for printing, including reports, pamphlets, blanks, letterheads, envelopes and printed and lithographed matter of every kind and description whatsoever, the contract shall be let to the Responsible Resident (as defined in W.S. §16-1-301(b)) making the lowest bid (whether formal or informal) if the Resident's bid is not more than ten percent (10%) higher than that of the lowest Responsible nonresident Bidder. Any successful Resident Bidder shall perform at least seventy-five percent (75%) of the contract within the State of Wyoming. [Ref: §W.S. 16-6-301]. The other procurement procedures set forth in Section 2.1 or 2.2 above shall be followed depending on the anticipated amount of the Contract. Contracts for printing may be entered into for durations not to exceed three (3) years.

2.5 Fuel, Glycol and Other Liquids Procurement. Contracts with suppliers of aviation fuel, motor fuel and deicing and similar fluids shall be procured not less than once every five (5) years, pursuant to a competitive RFP which may request proposals for the cost of fuel delivered, and take into consideration such factors as equipment to be provided by the supplier, reliability of deliveries, quality of fuels, and other relevant factors which may be set forth in the RFP. Such contracts may be extended beyond five (5) years, where the Board finds that the supplier has made a significant capital contribution to fuel facilities or equipment to serve the Airport. Procurement action for the first of such contracts shall be commenced no later than three (3) years of the Effective Date of this Policy. The Board shall approve and the Board President shall sign any such fuel contract having a term over one-year. The Director may approve and sign any such contract having a term of one (1) year or less, or any amendment extending the terms for one-year or less, provided that advance notice is given to the President.

3. PROCUREMENT OF PROFESSIONAL SERVICES. Contracts for Professional Services which are anticipated to be under \$35,000 in any budget year may be procured by informal RFP or RFQ. The Director may award and sign such Contract. When the anticipated Contract for Professional Services is expected to exceed \$35,000 in any budget year, the Airport will proceed as follows:

3.1 Procedure. The Airport will develop and publicly advertise an RFP or RFQ providing the requirements for Professional Services, select a provider based on the criteria contained therein, and negotiate a Contract for services on the basis of demonstrated competence and qualification for the type of services required, and at a price to be negotiated. Excepted from this requirement shall be circumstances in which a prior relationship has existed between the Board and the professional with respect to the project contemplated, such that the professional possesses specialized knowledge and expertise regarding the Airport and/or the project which would be unreasonably expensive and/or time consuming to duplicate. The RFP or RFQ shall state the evaluation criteria and whether a selection committee will be utilized.

3.2 Notice. Notice for newspaper advertising of required services shall be published a minimum of two (2) times seven (7) days apart. Each respondent shall submit a copy of the completed RFP or RFQ form and, if requested, a fee proposal for the project.

3.3 Award. Consideration of evaluation criteria set forth in the RFP or RFQ shall be the determining factors. Award shall be made to the respondent whose response conforms to the solicitation, is determined to be the most qualified, and whose retention would be in the best interest of the Airport. The contract file shall contain the basis on which the award is made. Written notice of the award of a Contract to the successful Bidder shall be promptly given to all respondents. The Board shall award and the President shall sign the Contract. No witnesses are required for proposal or qualifications opening.

3.4 Procurement of Legal Services. Legal services are not within the definition of Professional Services, are not governed by the above, and are instead governed by this Section 3.4. Legal services Contracts shall be procured through a formal or informal RFQ or RFP process, following the appropriate procedures as set forth herein above. Legal services Contracts shall be approved by the Board and signed by the President. Provided, however, that the Director may administratively approve the provision of legal services to the Airport from time-to-time by law firms with which the Airport has a pre-existing Contract or relationship, including those existing on the date of this Policy. With the prior approval of the Director, the Airport Attorney may also retain experts and/or enter into co-counsel agreements with other law firms, if and as necessary and appropriate to protect the legal interests of the Airport with respect to a particular legal matter.

4. EMERGENCY PROCUREMENTS. In the event of Emergency Circumstances, as defined in Section 10 below, purchases or contracts may be entered into based on availability of an immediately Responsible provider.

4.1 Procedure. Prior to purchase or contract, verbal approval must be received from the Director, and if the procurement is in excess of \$35,000, all Board members shall be notified of the procurement as soon as reasonably practicable. For all emergency procurements, a written justification for the procurement shall be (a) completed within 5 business days, (b) retained in the contract file, and (c) provided to all Board members.

4.2 Award. Award will be made to the available Responsible provider which is determined to be ready, willing and able to respond to the emergency circumstances, and whose price is deemed reasonable under all circumstances then prevailing. The Director may approve and sign the Contract. Provided, however, that if the emergency procurement be for public improvements the signature of the President shall be required. (W.S. §15-1-113(d)).

5. SOLE SOURCE PROCUREMENTS. Goods, services, or improvements may be procured without competition, and thus without following the procedures set forth herein above, only when the Director determines that there is only one reasonably available source for the required goods, services, maintenance or improvements. Provided, however, no sole source procurement shall be utilized for Public Improvements in excess of \$35,000, or for the purchase of any new Motor Vehicle. Sole source procurement may most often be used for the acquisition

of replacement parts of existing equipment or facilities, or in the case of parts or maintenance which are only available from the particular vendor.

5.1 Procedure. Staff identifies the needed procurement of goods, services, or construction which should be sole sourced. Staff should consider the specific reasons why a competitive quote, an IFB or RFP process is not feasible, specific reasons why the vendor has been chosen for the procurement, and the reason the request should be approved by the Director.

5.2 Award. Signature and award shall be pursuant to the applicable Sections above.

6. ADDITIONAL PROVISIONS APPLICABLE TO PUBLIC IMPROVEMENTS.

6.1 Contracts for Public Improvements.

6.1.1 All contracts for Public Improvements shall be bid if the estimated cost, including all related costs, exceeds a bid threshold of \$35,000. All contracts for Public Improvements, regardless of cost, shall be approved by the Board and signed by the President. [Ref: W.S. §15-1-113(a) & (d)]. Specifications for performance, design, a combination of performance and design, responsible products list, or brand name or equivalent must be included in the Specifications whenever appropriate.

6.1.2 The advertisement shall, at a minimum, be published on two (2) different occasions, at least seven (7) days apart, in a newspaper having general circulation in Teton County. A Public Improvement shall not be divided into smaller units for the sole purpose of avoiding the advertising requirement of this section. The Contract shall be let to the Responsible certified Resident making the lowest bid if the certified Resident's bid is not more than five percent (5%) higher than that of the lowest Responsible nonresident Bidder. Certification and requirements as to residency shall be as directed in W.S. §16-6-102.

6.1.3 A successful Resident Bidder shall not subcontract more than thirty percent (30%) of the work covered by his Contract to nonresident contractors. [Ref: W.S. §16-6-103]. Resident Bidder preference shall be subject to the effect, if any, of related laws of the United States and valid rules and regulations of federal agencies in charge, governing use and payment of federal funds. [Ref: W.S. §16-6-108].

6.1.4 Wyoming resident laborers shall be used on Public Improvement project, except as authorized by the exemption provided in W.S. §16-6-203. All Public Improvement Contracts shall contain a provision requiring specific acknowledgement by the Contractor of the requirements of the Wyoming Preference Act, W. S. §16-6-201 through §16-6-206.

6.1.5 Every contract for any Public Improvement shall contain a provision expressly referring to W.S. §15-1-113 and making it a part of the contract. [Ref: W.S. §15-1-113(p)]

6.2 Design-Build and Construction Manager Agent. Design-Build through RFP, and Construction Manager Agent through RFP or RFQ project delivery and selection methods are authorized for procurements relating to the design, construction, routine operation, routine repair, and routine maintenance of Public Improvements and related services as delineated by W. S. §16-6-707. Any such contract shall be in accordance with residency and preference requirements imposed under W.S. §§16-6-101 through 16-6-107.

6.2.1 Procedure. Staff will identify the need for construction, routine operation, routine repair, and routine maintenance of infrastructure facilities. Staff will make or recommend the project delivery method. Staff will complete appropriate RFP or RFQ documentation with necessary information as required by W.S. §16-6-707(b).

6.2.2 Notice. Adequate public notice shall be required, to include two (2) advertisements at least seven (7) days apart in an official local publication.

6.2.3 Award. All responses shall be held as Confidential Information until the specified due date. All responses shall be opened publicly in the presence of one or more witnesses, or by video recording, at the time and place designated in the solicitation. The amount of each proposal made in response to an RFP, and such other relevant information as may be specified, together with the name of each Bidder/proposer shall be recorded. The record of each bid/proposal shall be open to public inspection. All Contracts shall require the Construction Manager Agent or Design Builder to conduct an open RFP or RFQ process and comply with statutory residency requirements and preferences in the procurement of subcontracts and materials. Contracts shall require, among other things, that the contractor comply with applicable requirements of W.S. §16-6-1001.

6.3 Construction Manager-At-Risk (CMAR). Services for Construction Manager at Risk (“CMAR”) may be solicited. [Ref: W.S. §16-6-707]. After an RFP or RFQ process, the Board shall enter into a Contract with the selected CMAR for the construction work required, but will retain the option to select a different CMAR after the completion of the preconstruction services or utilize a different selection and/or bidding process if deemed to be in the Airport's best interest. Staff may request approval from the Board to perform in-house design and engineering when expertise is present.

6.3.1 Procedure. Staff will develop the RFP or RFQ documents with necessary information. Each respondent shall submit a copy of the completed RFP or RFQ document.

6.3.2 Notice. The advertisement shall, at a minimum, be published on two (2) different occasions, at least seven (7) days apart, in a newspaper having general circulation in Teton County.

6.3.3 Award. All responses will be publicly opened, in the presence of one or more witnesses, or shall be videotaped, at the time and location according to the information provided in the RFP or RFQ. Award shall be made to the Responsible

proposer whose proposal conforms to the solicitation and is determined to be the most qualified.

6.3.4 Contract. Upon selection of a successful proposer, the Board will enter two separate contractual agreements during each phase. During the Preconstruction Phase, the CMAR shall work with the Architect or Engineer on design, constructability, costs, and schedule. Once the design phase has reached 90% (or such other percentage specified by the Board), the CMAR will develop a Guaranteed Maximum Price ("GMP"). If agreement on the GMP is not reached, the Board reserves the right to select a different CMAR, through a new procurement process or by negotiation with the second ranked proposer. All Contracts shall require the CMAR to conduct an open bid process and comply with statutory residency requirements and preferences in the procurement of subcontracts and materials. Upon agreement on the GMP, a Contract for the Construction Phase may be executed. Contracts shall require, among other things, that the CMAR comply with applicable requirements of W.S. §16-6-1001.

6.4 Bid Bonds. Bid bond shall be required for all construction, major maintenance, or renovation of any public building or other Public Improvement when the anticipated contract price exceeds \$150,000. When the price is less than \$150,000, the bid may be accompanied by any other form of bid security approved by the Director. The bid bond shall be a bond provided by a surety company, the equivalent in cash, or another form of financial guarantee satisfactory to the Board. The bid bond shall be in an amount equal to 5% of the amount of the bid. [Ref: W.S. §15-1-113(f)]. If a Bidder fails to accompany the Sealed Bid with the required bid security, the Sealed Bid shall be rejected as not Responsive.

6.5 Payment and Performance Bonds. Any Contract for the erection, construction, alteration or repair to a public building or structure, or any other Public Improvement which exceeds the Contract price of \$150,000 shall require the contractor, before beginning work under the contract, to furnish the Board with a payment and performance bond or bonds in an amount equal to 100% of the contract price. If the contract price is less than \$150,000, the contractor may provide another form of contract guaranty in a sufficient amount as approved by the Director [Ref: W.S. §15-1-113(d) & W.S. §16-6-112(a)]. The contractor shall deliver these bond(s) (or other approved security) to the Board within ten (10) calendar days after receipt of the Notice of Award, or at the same time the contract is executed. If the contractor fails to deliver the required bond(s) or other approved security, the contractor's Sealed Bid or Contract may be rejected or terminated for default. The bond(s) must be submitted on bond form(s) prepared by or approved by the Board's attorney and executed by a surety company authorized to do business in the State of Wyoming

6.6 Posting and Publication Notice of Acceptance. When any public work is let by Contract, forty (40) days before the final estimate is paid, the Airport shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for at least two (2) consecutive weeks, and also to post on the Airport's website, a notice setting forth in substance, that the Airport has accepted the work as completed according to the plans and Specifications and rules set forth in the contract between the Board and the contractor, and that the contractor is entitled to final settlement therefor. The notice shall also set

forth that upon the 41st day (and the notice shall specify the exact date) after the first publication of the notice the Airport will pay to the contractor the full amount due under the Contract. This section does not relieve the contractor and the sureties on its bond from any claims for work or labor done or materials or supplies furnished in the execution of the Contract. [Ref: W.S. §16-6-116].

6.7 Final Settlement with and Payment to Contractor. In all formal Contracts entered into by the Board for the construction or repair of any public building, or the prosecution and completion of any other Public Improvement, no final payment shall be made until the person files with the Airport a sworn statement setting forth that all claims for material and labor performed under the Contract have been and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed the sworn statement shall so state, and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the Board until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to the persons found entitled thereto. [Ref: W.S. §16-6-117].

6.8 Material Purchase by Board. Whenever the Board bids a project for Public Improvements, it may elect to directly purchase materials for the project if the total amount of such materials is less than \$35,000. Intention of purchase by the Board must be stated in the bid documents. The Board shall bid materials purchases in accordance with this Policy when the total amount of such materials is in excess of \$35,000.

6.9 Construction by Airport. Nothing in this Policy shall prohibit the Board from itself performing any work on the Airport, including Public Improvements, so long as if Contracts are let or materials are purchased, such Contracts or materials are procured in accordance with the requirements of this Policy.

7. ADMINISTRATIVE MATTERS.

7.1 Preference to Wyoming Resident Bidders and Proposers. The Board promotes and encourages the selection of products and services to Residents of the State of Wyoming. For the purpose of award, out-of-state bids or proposals for supplies, equipment, material, agricultural products and machinery will be increased by 5%, provided, however, that proposed products and services provided by in-state vendors are not of inferior quality to those offered by competitors outside of the State, award will be given to the lowest Resident bid or proposal, and provided further that as to proposals, the preference percentage shall be applied to the price component of the selection criteria, if any. In-state Bidders must provide their residency certification number from Workforce Services. [Ref: W.S.§§16-6-102(a) and 16-6-105(a)]. All requests for bids or proposals for supplies, equipment, material, agricultural products and machinery shall contain the words “preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a Resident of the state, quality being equal to articles offered by the competitors outside the state.” [Ref: W.S. §16-6-106].

7.2 Environmentally Preferable Purchasing. The Board promotes and encourages the selection of products and services that have a lesser or reduced negative effect on health and the environment. Criteria for evaluation factors included in the IFB or RFP should determine if the requested products or services are certified by Green Seal, Energy Star, EcoLogo, or a similar certifying process.

7.3 Change Orders. The Airport may order changes and/or extra work without invalidating the Contract. Such orders shall be in writing, and shall specify the amount or method of compensation (if any) and agreed adjustment in the time for completion (if any), on a form provided by the Airport. Change orders for procurement contracts which (a) did not initially, and would not with the change order, require Board approval under the terms above, or (b) do not result in a net increase in cost to the Board of more than \$35,000 (or with prior notification to all Board members, \$150,000 or 10% of the project cost in additional costs to the Board, whichever is greater), may be administratively approved in writing by the Director, so long as such amount, as adjusted by the change order, is within the Board-approved budget for the project. Board approval is otherwise required for change orders. Provided, however, that the Director may at any time request Board approval for contingency funding in addition to the contract sum, or for additional powers to execute change orders, and if the Board approves the same, then the Director may enter into change orders up to the amount of the Board-established contingency. Authority to execute approved change orders may be delegated to the Airport’s construction manager.

7.4 Cancellation of Invitations for Bids or RFPs. An IFB, RFP or RFQ may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Board. The reasons therefore shall be made part of the contract file. [Ref: W.S. §16-6-119]

7.5 Pre-Qualifications of Bidders. For Contracts expected to be in excess of \$500,000, the Board may prequalify contractors based on criteria such as project type and experience, expertise, professional qualifications, past performance, staff proposed, schedule

proposed, financial strength, qualification of supervisors proposed to be used, technical solutions proposed or references. Prospective Bidders may be prequalified for types of goods, services, and construction. The Board staff shall request all potential Bidders to complete a RFQ form. Staff will evaluate all Bidders per predetermined criteria. Bidders who meet required qualifications will be able to provide a bid. Remaining Bidders shall be notified if they do not meet qualifying criteria. [Ref: W.S. §15-1-113(c)].

7.6 Insurance. Contractors shall secure and maintain insurance coverage in such amounts as shall be required by the Board, protecting the Board and indemnifying it from claims pertaining to unemployment insurance, worker's compensation, industrial accident, labor, or taxes of any kind. Certificates of such insurance shall be filed with the Airport before commencing any of the work. All insurance coverage requirements shall be outlined in each contract for goods, services, and construction.

7.7 Vendor or Contractor Suspension. Suspension and the term of any suspension of any vendor or contractor shall initially be determined by the Director. Any decision by the Director to suspend a vendor or contractor may be appealed by the suspended party to the Board within thirty (30) days after receiving notification of the suspension. Any appeal shall be filed and shall be heard under the Board's Rules of Practice. The causes for suspension include the following:

7.7.1 Conviction for commission of criminal offense in relation to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

7.7.2 Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offence indication a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as an Airport contractor;

7.7.3 Conviction under state or Federal antitrust statutes arising out of the submission of bids or proposals, violation of contract provisions, as set forth below, of a character which is regarded to be so serious as to justify debarment action:

7.7.3.1 Deliberate failure without good cause to perform in accordance with the Specifications or within the time limit provided in the contract; or

7.7.3.2 A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or vendor shall not be considered to be a basis for debarment;

7.7.3.3 Any other cause the Director determines to be so serious and compelling as to affect responsibility as an Airport contractor, including debarment by another governmental entity; and/or

7.7.3.4 For violations of the procurement standards set forth in Section 8 below.

The Director shall issue a written decision to suspend which includes the reasons for the action taken. Notification of such suspension shall be provided immediately to the suspended person and any other party intervening.

8. CODE OF CONDUCT FOR PROCUREMENT.

8.1 Policy. It is the policy of the Board to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the Board. Such policy is implemented by prescribing general standards of ethics conduct without creating unnecessary obstacles to entering public service. Public employees and officers must discharge their duties impartially so as to assure fair competitive access to governmental procurement by Responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the procurement procedure used by the Board. To achieve the purpose of this Policy, it is essential that those doing business with the Board also observe the ethical standards prescribed herein. As used in this Section 8, the term "Employee" shall include both Board employees and members of the Airport Board.

8.2 General Standards.

8.2.1 General Ethical Standards for Employees. Any attempt to realize personal gain through public employment or the holding of public office by conduct inconsistent with the proper discharge of the Employee's duties is a breach of a public trust. [Ref: W.S. §6-5-104]

8.2.2 General Ethical Standards for Non-Employees. Any effort by someone other than an Employee to influence any Employees to breach the standards of ethical conduct set forth in this Section is also a breach of ethical standards.

8.3 Conflicts of Interest.

8.3.1 It shall be a breach of ethical standards for any Employee to participate directly or indirectly in a procurement when the Employee knows that:

8.3.1.1 The Employee or any member of the Employee's Immediate Family has a Financial Interest pertaining to the procurement;

8.3.1.2 A business or organization in which the Employee, or any member of the Employee's Immediate Family, has a Financial Interest pertaining to the procurement; or

8.3.1.3 Any other person, business, or organization with whom the Employee or any member of the Employee's Immediate Family is negotiating or

has an arrangement concerning prospective employment is involved in the procurement. [Ref: W.S. §16-6-118(a)]

8.3.2 Discovery of Actual or Potential Conflict of Interest, Disqualification, and Waiver. Upon discovery of an actual or potential conflict of interest, an Employee shall promptly file a written statement of disqualification (or if a Board member, an oral statement in public meeting) and shall withdraw from further participation in the transaction involved. The Employee may, at the same time, apply to the Airport Attorney for an advisory opinion as to what further participation, if any, the Employee may have in the transaction. [Ref: W.S. §16-6-118(b) and §6-5-106(b)].

8.4 Gratuities, Kickbacks and Other Violations. The following shall be considered breaches of these ethical standards:

8.4.1 Gratuities. For any person to offer, give or agree to give any Employee or former Employee, or for any Employee or former Employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of Employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any Specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. [Ref: W.S. §6-5-102(a)]

8.4.2 Kickbacks. For any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. [Ref: W.S. §6-5-1-3(a)].

8.4.3 Collusion. For any person to whom a contract has been awarded to have colluded with any person to prevent any other competing bids being made, or to have entered into an agreement by which he has made a higher or lower bid than some other person for the purpose of dividing the contract or profits therefrom between two (2) or more Bidders. [Ref: W.S. §15-1-113(n)].

8.4.4 Aiding or Misleading Bidder. For any Employee to aid any Bidder or respondent in securing a contract to furnish labor, material or supplies at a higher or lower price than that proposed by any other Bidder or respondent, or to favor one Bidder or respondent over another by giving or withholding information, or to willfully mislead any Bidder or respondent in regard to the character of the material or supplies called for, or to knowingly certify to a greater amount or different kind of material or supplies than has been actually received. [Ref: W.S. §15-1-113(j)]

8.4.5 Designation of Supplier. For any Employee to direct a Bidder or contractor to deal with a particular subcontractor or supplier in procuring any goods or

service required in submitting a Bid to or fulfilling a Contract with the Board. [Ref: W.S. §6-5-105(a)]

8.5 Sanctions. In addition to any civil or criminal sanctions which may be provided by Wyoming law:

8.5.1 Employees. The Board may impose any one or more of the following sanctions on an Employee for violations of the foregoing ethical standards and/or the Board's Personnel Policy Manual: (a) Oral or written warnings or reprimands; (b) suspension with or without pay for specified periods of time; or (c) termination of employment.

8.5.2 Contractors. The Board may impose any one or more of the following sanctions on a Contractors for violation of the foregoing ethical standards: (a) written warnings or reprimands; (b) termination of contracts; or (c) disbarment or suspension for cause from consideration for award of future contracts.

9. PROCUREMENT PROTEST PROCEDURES.

9.1 Who May File Protest. Any Bidder or Prospective Bidder who is aggrieved in connection with an IFB, RFP, RFQ or other procurement by the Board may file a protest under these Procedures. Protests relating to cancellation of an IFB, RFP, RFQ or other procurement or to the rejection of all Bids, proposals or other responses, shall not be permitted.

9.2 Time for Filing Protest.

9.2.1 If a Protest is submitted by a Prospective Bidder before bids or proposals are opened, it must be filed within seven (7) calendar days after such Prospective Bidder knew or should have known of the facts giving rise to the Protest, PROVIDED, THAT IN NO EVENT SHALL A PROTEST BE FILED MORE THAN FIVE (5) CALENDAR DAYS AFTER ISSUANCE OF A FINAL ADDENDA TO THE RFQ, IFB OR RFP, OR AFTER THE TIME SET FOR OPENING OF BIDS OR PROPOSALS, WHICHEVER IS EARLIER.

9.2.2 If a Protest is filed by a Bidder, after bids or proposals are opened, it must be filed within ten (10) calendar days after such Bidder knew or should have known of the facts giving rise to the Protest, PROVIDED, THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN FIVE (5) CALENDAR DAYS AFTER THE NOTICE OF AWARD OF THE CONTRACT OR OTHER PROCUREMENT IS APPROVED BY THE BOARD OR DIRECTOR.

9.3 Form of Protest.

9.3.1 A protest must be in writing and filed with the Director, Jackson Hole Airport, 1250 East Airport Road, P.O. Box 159, Jackson, Wyoming 83001.

9.3.2 Protests must be in an envelope clearly marked “Bid Protest,” and must be sent via hand delivery, Federal Express or other nationally recognized overnight courier service. The date of filing with the Board shall be the date of receipt of the protest by the Board.

9.3.3 Protests may be also filed by email to bidprotest@jhairport.org, PROVIDED, HOWEVER, that the original protest and a copy of the email must be delivered to the Director within two (2) business days after receipt of the email transmission by the Board in the manner described in Section 9.3.2 above.

9.3.4 A protest must state all grounds upon which the protesting party asserts that the solicitation or award was unlawful or improper; cite the law, rule, local ordinance, procedure or provision of the Specifications on which the protest is based; contain facts and documents sufficient for the Board to determine the validity of the protest; and be signed by an authorized representative of the Bidder or Prospective Bidder.

9.3.5 FAILURE TO FILE A TIMELY PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO FILE A PROTEST OR OTHERWISE CONTEST THE RFP, IFB OR RFQ PROCESS AND/OR THE AWARD. ISSUES, FACTS AND DOCUMENTS NOT RAISED BY THE PROTESTING PARTY IN THE PROTEST ARE DEEMED WAIVED AND MAY NOT BE RAISED ON APPEAL.

9.4 **Notice of Protest.** Upon receiving a protest, the Director shall notify the Board’s engineer, architect and/or construction manager or administrator, as appropriate. If award of a contract or other procurement has been made by the Board, the Director shall notify the successful Bidder of the protest. If the protest is received before award and substantial issues are raised by the protest, the Director shall notify all Prospective Bidders who are known to the Board.

9.5 **Stay of Procurement.** Upon timely receipt of the protest, the Director shall immediately decide whether the solicitation or award shall be stayed, or if the protest is received after the award, whether the performance of the contract or other procurement should be suspended. The Board shall not proceed further with the request or with the award of the contract, and shall suspend performance under the contract if awarded, unless the Director makes a written determination that the protest is clearly without merit and/or that award of the contract without delay is necessary to protect the substantial interests of the Board.

9.6 **Determination of Procedures.**

9.6.1 The successful Bidder or any Prospective Bidder, as the case may be, may file an agreement or disagreement regarding the protest with the Director within seven (7) business days after receipt of the notice of the protest.

9.6.2 Within seven (7) business days of the receipt of a protest, the Board’s engineer, architect and/or project or program manager may submit a written response to the Director. The response may include any documents or information that it/they deem relevant to the protest.

9.6.3 The Director shall promptly review the protest and any agreement, disagreement and/or response filed, shall request and review any additional documents or information he/she deems necessary to render a decision, and shall issue a Recommended Decision in writing which he/she shall provide to all interested parties.

9.6.4 The Director's Recommended Decision shall become the final decision of the Board unless, within five (5) business days after receipt of such Recommended Decision, the protesting party requests a hearing before the Board. If a hearing is timely requested, then no later than its next regularly scheduled Board meeting occurring at least seven (7) business days after receipt of such request for hearing, the Board shall conduct a hearing. The Board shall issue a written decision on the protest stating the reasons for its decision. The Director shall send a copy of the Board's decision to the protesting party and any other person he/she determines to be affected by the decision.

9.6.5 In computing any period of time prescribed or allowed in these Procedures, the date of the act, event or receipt from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included in the period, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The term "business days" shall mean consecutive days other than legal holidays, Saturdays or Sundays. The term "legal holiday" means any date on which Teton County District Court is closed.

10. DEFINITIONS.

10.1 Architectural and Engineering Services means:

- Professional Services of an architectural or engineering nature, as defined by Wyoming law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this Subsection;
- Professional Services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property, and
- Such other Professional Services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individual in their employ) may logically or justifiably perform, including; studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, and plans and Specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

10.2 Bidder means one who submits a response to an invitation for bid.

10.3 Business means corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

10.4 Change Order means a written order duly signed on behalf of the Airport directing the contractor to make changes to the work to be performed under the Contract, which may include changes in the Contract price and/or time for performance.

10.5 Competitive Informal Bid or Request for Proposal means at least three bids or RFPs must be solicited prior to award, or the reasons why three bids or RFPs could not be obtained must be documented. Advertising of the request for bids or RFPs need not be made. Request may be made over phone, email, or facsimile. All bids must be returned in writing to be considered.

10.6 Competitive Formal Bid or Request for Proposal means that each IFB or RFP shall provide adequate public notice, to include two (2) weeks advertisement in an official local publication. A formal opening and reading of the bid, with witness, must take place at a designated time and place indicated in the advertisement and instructions to Bidders.

10.7 Confidential Information means any information which is available to an Employee only because of the Employee's status as an Employee of the Board and is not a matter of public knowledge or available to the public on request.

10.8 Construction means the process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any structure, building, or other improvements of any kind of real property. It does not include the routing operation, routing repair, or routine maintenance of any existing public infrastructure facility, including structures, building or real property.

10.9 Construction Manager Agent means a type of construction management delivery which is procured as Professional Services. The Construction Manager Agent is a construction consultant providing administrative and management services to the Board throughout the design and construction phases of a Public Improvement project. Under this delivery method, the Construction Manager Agent is not the contracting agent and is not responsible for purchase orders or obtaining subcontractors. [Ref: W.S. §16-7-701, *et seq.*]

10.10 Construction Manager At-Risk or CMAR means a type of construction management delivery in which the CMAR at-risk is an advocate for the Board as determined by a Contract throughout the preconstruction phase of a project. In the construction phase of a Public Improvement work, the CMAR is responsible for all project subcontracts and purchase orders and may conduct all or a portion of the Public Improvement. Under this delivery method, the CMAR is responsible for providing a guaranteed maximum price ("GMP") for the project to the Board prior to commencing construction and the CMAR is required to bond any project in accordance with W.S. 16-6-112. [Ref: W.S. §16-7-701 *et seq.*]

10.11 Contract means any and all types of Board agreements, regardless of what they may be called, for the procurement or disposal of supplies, equipment, Motor Vehicles, services, Professional Services or Public Improvements.

10.12 Contractor means any person having a contract with the Board.

10.13 Director means the Director or airport manager appointed from time to time by the Board, or his/her designee.

10.14 Design-Build means a type of construction delivery method in which there is a single contract between the Board and a design-builder who furnishes architectural, engineering and other related design services as required for the Public Improvement project, as well as labor, materials and other construction services necessary. A Design-Builder may be selected by the Board based on evaluation of responses to a RFQ, a fixed scope request for proposal or a fixed price request for proposal. [Ref: W.S. §16-7-701 *et seq.*]

10.15 Emergency Circumstances are those circumstances in which supplies, equipment, repairs or modifications are needed promptly to ensure against closure or serious disruption of any of the Airport's important functions or operations, a significant price increase on a needed item may be imminent, or the scope of an ongoing task may be unexpectedly expanded and procurement is necessary to avoid delay damages.

10.16 Employee, except as separately defined for Section 8 above means an individual drawing a salary from the Airport, and any non-compensated individual performing personal services for the Airport.

10.17 Financial Interest means:

- Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently, or in the future is entitled to receive funds or other thing of value, or
- Holding a position in a business such as an officer, director, trustee, partner, employee, or the like.

10.18 Goods means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

10.19 Gratuity means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

10.20 Immediate Family means a spouse, children, parents, brothers, and sisters.

10.21 Infrastructure Facility means a building, structure, or networks of buildings, structures, pipes, controls, and equipment that provide Airport services, transportation, utilities, or public safety services.

10.22 Invitation for Bids or IFB means all documents, whether attached or incorporated by reference, utilized for soliciting bids. It is a process by which the Board advertises the availability of Specifications and criteria upon which Sealed Bids shall be submitted and evaluated, and the Board may award a contract to the lowest Responsive and Responsible Bidder. "Sealed Bids" are submittals received by the Board pursuant to an Invitation for Bids.

10.23 May denotes the permissive.

10.24 Motor Vehicle means any automobile, truck or SUV. The term Motor Vehicle does not include specialized Airport equipment, such as runway snowplows and brooms, aircraft firefighting vehicles, and aircraft ground service equipment, or Airport equipment which is unsuitable for licensing for highway use.

10.25 Person means any business, individual, union, committee, club, other organization, or group of individuals.

10.26 Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also included all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

10.27 Professional Services means the procurement of engineers, architects, accountants and consulting firms. The term shall not include the procurement of legal services.

10.28 Prospective Bidder is an entity which has received a copy of and is qualified to respond to a RFQ, RFP or IFB issued by the Board, and would be qualified to carry out the work specified if selected.

10.29 Public Improvement shall mean any design, erection, construction, alteration or repair of any Board-owned Infrastructure Facility, an addition thereto, or for any improvement on a Board-owned facility. (W.S. §16-6-102(a))

10.30 Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and website(s) designated by the Board and maintained for that purpose.

10.31 Real Property is land and any interest in lands including easements and leaseholds covering land, and includes improvements when leased, rented, acquired or disposed of together with Real Property.

10.32 Request for Qualifications or RFQ is a solicitation of qualifications from firms to provide Professional Services to the Board, such as but not necessarily limited to architects, engineers and construction managers. The Board shall establish objective criteria designed to procure the most qualified firm, basing the selection on such criteria rather than on low price, while also ensuring that such services are provided to the Board at fair and reasonable prices.

10.33 Request for Proposal or RFP is an objective method of contracting for goods or services whereby proposals are solicited from qualified contractors, changes in proposals and prices are allowed after submission, and the proposal deemed by the Board to be most advantageous in terms of the criteria designated in the RFP may then be accepted.

10.34 Resident means any person or business entity who has been certified as a resident pursuant to the provisions of W.S. §16-6-102.

10.35 Responsible, when used with respect to a Bidder, means a Bidder which submits a Responsive bid, and which has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to satisfactorily delivery of the services, materials and/or property described in the Invitation for Bids.

10.36 Responsive, when used with respect to a Bidder means a Bidder which has submitted a bid which conforms in all materials respects to the Invitation for Bids.

10.37 Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of specific end-product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collect bargaining agreements.

10.38 Shall denotes the imperative.

10.39 Specification means any description of the physical or functional characteristics or of the nature of a supply, service, or construction item for an Infrastructure Facility. It may include a description or any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

10.40 Staff means any employee of the Board having responsibility for the procurement function, including the Director and any Assistant Airport Director.

10.41 Value Engineering means an organized effort directed at analyzing designed building features, systems, equipment, material selection for the purpose of achieving essential functions at the lowest life cycle costs consistent with requirement performance, quality, reliability, and safety.

10.42 Written or In Writing means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.